

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER DACA67-02-R-0213	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (IFB)	3. DATE ISSUED 27 FEB 02	PAGE OF PAGES 4
	IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.			
4. CONTRACT NUMBER DACA67-02-D-2005 SBA 1087-02-201721		5. REQUISITION/PURCHASE REQUEST NUMBER W68MD9-2035-1871	6. PROJECT NUMBER	
7. ISSUED BY Seattle District, Corps of Engineers ATTN: CENWS-CT-PR PO Box 3755 Seattle, WA 98124-3755		CODE W68MD9	8. ADDRESS OFFER TO Seattle District, Corps of Engineers PO Box 3755 ATTN: CENWS-CT-PR Seattle, WA 98124-3755 HAND CARRY: Seattle District Corps of Engineers Contracting Division 4735 East Marginal Way South Seattle, WA 98134-2385	
9. FOR INFORMATION CALL		A. NAME Sec Information Page inside Front Cover	B. TELEPHONE NUMBER (include area code) (NO COLLECT CALLS) See Information Page inside Front Cover	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, Identifying number, date):

Provide all plant, labor, tools, equipment and materials to accomplish a broad range of maintenance, repair and minor construction work on real property. Individual Task Orders (TOs) to be issued under an Indefinite Delivery/Indefinite Quantity (IDIQ) type contract, in accordance with the attached contract clauses and technical specifications. The area of performance will be Mountain Home AFB, Army Reserve Centers and other government installations in Southern Idaho.

- Solicitation DACA67-02-R-0213 dated 27 Feb 2001 with no amendments.
- Wage Determinations: ID020001, Modification No. 0 and ID020002, Modification 0 is added as stated on the alteration page 00010-3.
- SBA Servicing Office for this contract: US Small Business Administration
Boise District Office
1020 Main Street, Suite 290
Boise, ID 83702
- See Page 00010-3 for Alterations to Contract.
- The guaranteed minimum will be satisfied with the issuance of Task Order 0001.

NOTE: Award will be made pursuant to the Small Business Competitive Development Program

11. The Contractor shall begin performance within _____ calendar days and complete it _____ calendar days after	
<input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See Paragraph SC-1, 00800)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in item 12B.)	12B. CALENDAR DAYS
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	10
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>2</u> copies to perform the work required are due at the place specified in item 8 <u>1:00 p.m.</u> (hour) local time <u>28 Feb 02</u> (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by	
D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and rejected.	

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

CRISTOBAL CONSTRUCTION, INC.
P.O. BOX 744
MOUNTAIN HOME, IDAHO 83647

fax ID No: 82-D448780 DUNS No:

eMail: CRISTOBAL INC@MSN.COM 120261763

CODE ODN 34 FACILITY CODE 991692856

15. TELEPHONE NUMBER (Include area code)

(208) 587-4746

Fax No.: (208) 587-4892

16. REMITTANCE ADDRESS (Include only if different than item 14)

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this accepted by the Government in writing within 60 calendar days after the date offers are due. (Insert any number equal or greater than minimum requirement stated in 13D. Failure to insert any number means the offeror accepts the minimum in item 13D.)

AMOUNTS

See Page 00010-5

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.									
DATE									

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

JOHN L. CRISTOBAL, PRESIDENT

20B. SIGNATURE

John L. Cristobal

20C. OFFER DATE

02/28/02

AWARD (To be completed by Government)

21. ITEMS ACCEPTED

Base Year Per Schedule Page 00010-5

22. AMOUNT

NTE: \$6,00,000.00

23. ACCOUNTING AND APPROPRIATION DATA

To be provided on each task order issued hereunder

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM
26

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ()

☐ 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

United States Army Corps of Engineers, Seattle District
Northwest Area Office
PO Box 92146
Tillicum, WA 98492-0146

27. PAYMENT WILL BE MADE BY

US Army Corps of Engineers Finance Center
CEFC-AO-P
5722 Integrity Drive
Millington, TN 38054-5005

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign document and return _____ copies to the issuing office.)

Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this

☒ 29. AWARD. (Contractor is not required to sign this document.)

offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
(Type or print)

SIGNATURE

30C. DATE

31A. NAME OF CONTRACTING OFFICER (Type or print)

SUSAN K. SHERRELL

31B. UNITED STATES OF AMERICA

BY *Susan K. Sherrell*

31C. AWARD DATE

21 Mar 2002

STANDARD FORM 1442 BACK (REV. 4-85)

ALTERATIONS IN CONTRACT
(FAR 52.252-4) (APR 1984)

PORTIONS OF CONTRACT ARE ALTERED AS FOLLOWS:

1. Current Wage Determinations are incorporated herein –

Wage Decision NO. ID020001, dated March 2, 2002

Wage Decision NO. ID020002, dated March 2, 2002

2. The guaranteed minimum will be satisfied with the issuance of Task Order 0001.
3. Section 00800 is changed to reflect the following, and is incorporated as follows:

PERIOD OF SERVICE. The base period of service will be one (1) year from the date of contract execution. The contract will include four (4) option years in addition to the base year. The four (4) optional years may be exercised in accordance with the clause 52.217-9, Option to Extend the Term of the Contract. Each extension shall be evidenced by modification to this contract, which may include revisions in (1) applicable prices, (2) other terms as desired by the parties hereto, and (3) revisions necessitated by statute, executive order, and applicable regulations. The maximum value of this ID-5IQ contract's base year plus the four option years is \$3,000,000. Notwithstanding the above, the ordering period shall automatically end upon the termination of the one base-year-period absent an extension. The expiration or termination of the ordering period shall not affect any order issued during the effective period of this contract.

COMPENSATION. The Contractor will be paid for services ordered and accepted in accordance with the Contract Clauses entitled, "Payments Under Fixed-Price Construction Contracts" (FAR 52.232-5) and "Prompt Payment for Construction Contracts" (FAR 52.232-27) in SECTION 00700. The Government is not obligated to fund the maximum cumulative dollar amount of this contract. Each Task Order will have funds obligated on an individual basis. The Government intends to order a minimum of 2% or (\$12,000) of the maximum possible dollar amount (\$600,000.) for the base year and, 1% or (\$6,000) of the maximum dollar amount (\$600,000) per each option year. Should the Government fail to order this amount of services during the contract period, the Contractor may submit a claim as provided in the contract clause entitled, "Disputes" (FAR 52.233-1) of SECTION 00700. In no event will the Government's liability under this circumstance exceed 2% of the maximum possible dollar amount for the base year and 1% of the maximum possible option dollar amount if the option periods are exercised.

DACA67-02-R-0213

Contract No.

IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE APPLICABLE PORTION OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.

CORPORATE CERTIFICATE

I, BARBARA CRISTOBAL, certify that I am the _____ Secretary of the Corporation named as Contractor herein; that JOHN L. CRISTOBAL, who signed this contract on behalf of the Contractor was then PRESIDENT of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

Barbara Cristobal (Secretary) CORPORATE SEAL

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any) _____

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

NAME	SIGNATURE	SOCIAL SECURITY NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

DACA67-02-R-0213

00100-4

CONTRACT NO. _____

Schedule - BASE YEAR

1. The Contractor shall be compensated at the following Home Office Overhead (HOOH) rate to be utilized for all Task Orders issued for the base year of the Indefinite Delivery-Indefinite Quantity (IDIQ) contract. The Contractor's HOOH should represent overhead costs for the preceding 12 months or for the most recent accounting period. The Contractor's analysis and calculations for the HOOH shall be submitted as part of their proposal. The proposed rate will be audited by the Defense Contract Audit Agency (DCAA) and is subject to negotiations before award.

2. The Contracting Officer will review the HOOH annually, prior to the exercise of each option year. The Contractor will again be requested to submit the analysis and calculations for the HOOH. Subject to negotiations and DCAA audit, the HOOH rate may be adjusted up or down via modifications to the IDIQ for the option years.

(Note: The Davis-Bacon Wage Rates will be utilized for all task Orders under this IDIQ. New rates will be incorporated via modification for each option year exercised.)

HOME OFFICE OVERHEAD RATE

10.00%

SECTION 00700 Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.211-18	Variation in Estimated Quantity	APR 1984
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.236-26	Preconstruction Conference	FEB 1995

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS. (DEC 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used by the public or by non-governmental entities for purposes other than governmental purposes, and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if--

(i) Such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and

(ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services--

(i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government;

and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of clause)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a

special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person

for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or

pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement

of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- (2) For which cost or pricing data are required; or
- (3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street address, city, state, county, zip code)	Name and address of owner and operator of the plant or facility if other than offeror or respondent
--	---

_____	_____
_____	_____

52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because--

- (1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;
- (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or
- (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

- (1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data--Modifications.

52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed _____ or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

(2) Representatives of local union central bodies or similar labor union organizations have been consulted;

(3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a

similar nature in the locality in which the work is being performed; and

(b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION.
(SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment

computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible

deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater

than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade		Goals for female participation for each trade
Benewah County	3.0	6.9
Bonner County	3.0	
Boundary County	3.0	
Clearwater	3.0	
Kootonai	3.0	
Latah County	3.0	
Lewis County	3.0	
Nez Perce	3.0	
Bannock County	4.0	
Bingham County	4.0	
Blaine County	4.0	
Bonneville County	4.0	
Butte County	4.0	
Camas County	4.0	
Caribou County	4.0	
Cassia County	4.0	
Clark County	4.0	
Custer County	4.0	
Fremont County	4.0	
Gooding County	4.0	
Jefferson County	4.0	
Jerome County	4.0	

Lemh County	4.0
Lincoln County	4.0
Madison County	4.0
Mindoka County	4.0
Power County	4.0
Teton County	4.0
Twin Falls County	4.0
Boise County	2.3
Adams County	4.4
Canyon County	4.4
Elmore County	4.4
Gem County	4.4
Owyhoe County	4.4
Payette County	4.4
Valley County	4.4

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is [Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of

Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction

work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in

the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

52.222-30 DAVIS-BACON ACT--PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD)
(DEC 2001)

(a) The wage determination issued under the Davis-Bacon Act by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of—

(1) Incorporation of the Department of Labor's wage determination applicable at the exercise of the option to extend the term of the contract;

(2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or

(3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Davis-Bacon Act.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is

committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower

the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior

calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

52.225-9 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM—CONSTRUCTION MATERIALS (FEB 2002)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:
[Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).
List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.
Include other applicable supporting information.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.
- (b) Any surety fails to furnish reports on its financial condition as required by the Government;
- (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
- (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum

quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

52.229-4 FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT) (JAN 1991)

(a) "Contract date," as used in this clause, means the effective date of this contract and, for any modification to this contract, the effective date of the modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed tax," as used in this clause, means any new or increased Federal, State, or local tax or duty, or tax that was excluded on the contract date but whose exclusion was later revoked or amount of exemption reduced during the contract period, other than an excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax," as used in this clause, means any amount of Federal, State, or local tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"Excepted tax," as used in this clause, means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the Government.

(b) Unless otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed tax, or of any tax or duty specifically excluded from the contract price by a term or condition of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(d) The contract price shall be decreased by the amount of any after-relieved tax. The Government shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government for such taxes. The Government shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.

(e) The contract price shall be decreased by the amount of any Federal, State, or local tax, other than an excepted tax, that was included in the contract price and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to Federal, State, and local taxes and duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(h) The Government shall furnish evidence appropriate to establish exemption from any Federal, State, or local tax when (1) the Contractor requests such exemption and states in writing that it applies to a tax excluded from the contract price and (2) a reasonable basis exists to sustain the exemption.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

- (iii) A listing of the total amount of each subcontract under the contract.
 - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
 - (v) Additional supporting data in a form and detail required by the Contracting Officer.
- (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--
- (i) Consideration is specifically authorized by this contract; and
 - (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

- (1) Notify the Contracting Officer of such performance deficiency; and
- (2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

52.232-16 PROGRESS PAYMENTS (FEB 2002)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily prior to the submission of the Contractor's next payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in subparagraph

(a)(1)(i) above:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title. (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other

similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or

impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on Unfinalized Contract Actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under unfinalized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is finalized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for unfinalized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the unfinalized contract action as long as the contract action remains unfinalized. The amount of unliquidated progress payments for unfinalized contract actions shall not exceed 80 percent of the maximum liability of the Government under the unfinalized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the _____ (Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple

interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
 - (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
 - (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
 - (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (FEB 2002)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

- (a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the

terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

- (1) The amount to be withheld;
- (2) The specific causes for the withholding under the terms of the subcontract; and
- (3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the

Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If

the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit

any act that will interfere with the performance of work by any other contractor or by Government employees.

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the

loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or

disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless--

(1) The Contractor has submitted and the Contracting Officer has received the required written notice; or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and

material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

52.247-6 FINANCIAL STATEMENT (APR 1984)

The offeror shall, upon request, promptly furnish the Government with a current certified statement of the offeror's financial condition and such data as the Government may request with respect to the offeror's operations. The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for information will subject the offer to possible rejection on responsibility grounds.

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (OCT 1997) - ALTERNATE II (APR 1984)

(a) When ocean transportation is required to bring supplies, materials, or equipment to the construction site from the United States either for use in performance of, or for incorporation in, the work called for by this contract, the Contractor shall use privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(b) The Contractor shall not make any shipment exceeding 10 measurement tons (400 cubic feet) by vessels other than privately owned U.S.-flag commercial vessels without (1) notifying the Contracting Officer that U.S.-flag commercial vessels are not available at rates that are fair and reasonable for such vessels and (2) obtaining permission to ship in other vessels. If permission is granted, the contract price shall be equitably adjusted to reflect the difference in cost.

(c)(1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both (i) the Contracting Officer, and (ii) the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.

(2) The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

(A) Sponsoring U.S. Government agency.

(B) Name of vessel.

(C) Vessel flag of registry.

(D) Date of loading.

(E) Port of loading.

(F) Port of final discharge.

(G) Description of commodity.

(H) Gross weight in pounds and cubic feet if available.

(I) Total ocean freight revenue in U.S. dollars.

(d) Except for contracts at or below the simplified acquisition threshold, the Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract.

(e) The requirement in paragraph (a) does not apply to--

(1) Contracts at or below the simplified acquisition threshold;

(2) Cargoes carried in vessels of the Panama Canal Commission or as required or authorized by law or treaty;

(3) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353); and

(4) Shipments of classified supplies when the classification prohibits the use of non-Government vessels.

(f) Guidance regarding fair and reasonable rates for privately owned U.S. flag commercial vessels may be obtained from the Division of National Cargo, Office of Costs and Rates, Maritime Administration 400 Seventh Street, SW, Washington, DC 20590, Phone: 202-366-4610.

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECF preparation. As a minimum, the Contractor shall include in each VECF the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECF preparation. The VECF shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECF is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECF. The cost reduction associated with the VECF shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECF, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECF must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECF, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECF's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECF within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECF's expeditiously; however, it shall not be liable for any delay in acting upon a VECF.

If the VECF is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECF, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECF effort.

Any VECF may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECF, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECF to this contract, the Contractor shall perform in

accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the

termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

- (i) acts of God or of the public enemy,
- (ii) acts of the Government in either its sovereign or contractual capacity,
- (iii) acts of another Contractor in the performance of a contract with the Government,
- (iv) fires,
- (v) floods,
- (vi) epidemics,
- (vii) quarantine restrictions,
- (viii) strikes,
- (ix) freight embargoes,
- (x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

- (1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.
- (2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.
- (3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.
- (4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).
- (5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (JUN 1998)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Memorandum of Understanding dated May 6, 1998, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

[To be completed by the Contracting Officer at the time of award]

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter,

the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

252.227-7023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT. (MAR 1979)

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

- (2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.
- (c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.
- (d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7005 AIRFIELD SAFETY PRECAUTIONS. (DEC 1991)

(a) Definitions. As used in this clause --

(1) "Landing areas means" --

(i) The primary surfaces, comprising the surface of the runway, runway shoulders, and lateral safety zones. The length of each primary surface is the same as the runway length. The width of each primary surface is 2,000 feet (1,000 feet on each side of the runway centerline);

(ii) The "clear zone" beyond the ends of each runway, i.e., the extension of the primary surface for a distance of 1,000 feet beyond each end of each runway;

(iii) All taxiways, plus the lateral clearance zones along each side for the length of the taxiways (the outer edge of each lateral clearance zone is laterally 250 feet from the far or opposite edge of the taxiway, e.g., a 75-foot-wide taxiway would have a combined width of taxiway and lateral clearance zones of 425 feet); and

(iv) All aircraft parking aprons, plus the area 125 feet in width extending beyond each edge all around the aprons.

(2) "Safety precaution" areas means those portions of approach-departure clearance zones and transitional zones where placement of objects incident to contract performance might result in vertical projections at or above the approach-departure clearance, or the transitional surface.

(i) "The approach-departure clearance surface" is an extension of the primary surface and the clear zone at each end of each runway, for a distance of 50,000 feet, first along an inclined (glide angle) and then along a horizontal plane, both flaring symmetrically about the runway centerline extended.

(A) The inclined plane (glide angle) begins in the clear zone 200 feet past the end of the runway (and primary surface) at the same elevation as the end of the runway. It continues upward at a slope of 50:1 (1 foot vertically for each 50 feet horizontally) to an elevation of 500 feet above the established airfield elevation. At that point the plane becomes horizontal, continuing at that same uniform elevation to a point 50,000 feet longitudinally from the beginning of the inclined plane (glide angle) and ending there.

(B) The width of the surface at the beginning of the inclined plane (glide angle) is the same as the width of the clear zone. It then flares uniformly, reaching the maximum width of 16,000 feet at the end.

(ii) The "approach-departure clearance zone" is the ground area under the approach-departure clearance surface.

(iii) The "transitional surface" is a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

(A) The inclined plane in each case begins at the edge of the surface.

(B) The slope of the incline plane is 7:1 (1 foot vertically for each 7 feet horizontally). It continues to the point of intersection with the --

(1) Inner horizontal surface (which is the horizontal plane 150 feet above the established airfield elevation); or

(2) Outer horizontal surface (which is the horizontal plane 500 feet above the established airfield elevation), whichever is applicable.

(iv) The "transitional zone" is the ground area under the transitional surface. (It adjoins the primary surface, clear zone, and approach-departure clearance zone.)

(b) General. (1) The Contractor shall comply with the requirements of this clause while --

(i) Operating all ground equipment (mobile or stationary);

(ii) Placing all materials; and

(iii) Performing all work, upon and around all airfields.

(2) The requirements of this clause are in addition to any other safety requirements of this contract.

(c) The Contractor shall -

(1) Report to the Contracting Officer before initiating any work;

(2) Notify the Contracting Officer of proposed changes to locations and operations;

(3) Not permit either its equipment or personnel to use any runway for purposes other than aircraft operation without permission of the Contracting Officer, unless the runway is -

(i) Closed by order of the Contracting Officer; and

(ii) Marked as provided in paragraph (d)(2) of this clause;

(4) Keep all paved surfaces, such as runways, taxiways, and hardstands, clean at all times and, specifically, free from small stones which might damage aircraft propellers or jet aircraft;

(5) Operate mobile equipment according to the safety provisions of this clause, while actually performing work on the airfield. At all other times, the Contractor shall remove all mobile equipment to locations -

(i) Approved by the Contracting Officer;

(ii) At a distance of at least 750 feet from the runway centerline, plus any additional distance; and

(iii) Necessary to ensure compliance with the other provisions of this clause; and

(6) Not open a trench unless material is on hand and ready for placing in the trench. As soon as practicable after material has been placed and work approved, the Contractor shall backfill and compact trenches as required by the contract. Meanwhile, all hazardous conditions shall be marked and lighted in accordance with the other provisions of this clause.

(d) Landing areas. The Contractor shall -

(1) Place nothing upon the landing areas without the authorization of the Contracting Officer;

(2) Outline those landing areas hazardous to aircraft, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated low-intensity red flasher lights by night;

(3) Obtain, at an airfield where flying is controlled, additional permission from the control tower operator every time

before entering any landing area, unless the landing area is marked as hazardous in accordance with paragraph (d)(2) of this clause;

(4) Identify all vehicles it operates in landing areas by means of a flag on a staff attached to, and flying above, the vehicle. The flag shall be three feet square, and consist of a checkered pattern of international orange and white squares of 1 foot on each side (except that the flag may vary up to ten percent from each of these dimensions);

(5) Mark all other equipment and materials in the landing areas, using the same marking devices as in paragraph (d)(2) of this clause; and

(6) Perform work so as to leave that portion of the landing area which is available to aircraft free from hazards, holes, piles of material, and projecting shoulders that might damage an airplane tire.

(e) Safety precaution areas. The Contractor shall -

(1) Place nothing upon the safety precaution areas without authorization of the Contracting Officer;

(2) Mark all equipment and materials in safety precaution areas, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated, low-intensity red flasher lights by night; and

(3) Provide all objects placed in safety precaution areas with a red light or red lantern at night, if the objects project above the approach-departure clearance surface or above the transitional surface.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

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SPECIAL CONTRACT REQUIREMENTS

1. **PURPOSE.** The purpose of this Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract is to provide construction services for civil and military projects in support of the U.S. Army, Corps of Engineers, Seattle District in Southern Idaho.
2. **SCOPE OF SERVICES.** This IDIQ contract will require a wide variety construction tasks. The Government will identify construction tasks required to complete each specific job and will issue Task Orders to the Contractor to complete the identified jobs. The contractor shall furnish required submittals and all material and equipment as well as personnel necessary to manage and accomplish each order. (Reasonable amounts of utilities will be made available at the job sites specified in the Task Orders.) Task Orders will involve various trades, such as carpentry, road repair, roofing, excavation, interior/exterior electrical, HVAC, plumbing, sheet metal, painting, fencing, demolition, concrete, masonry, and welding. Tasks Orders may also include asbestos and lead-paint abatement that is incidental to construction or project design. Orders may be issued for construction services with incidental design/engineering for submittal or shop drawing preparation or with optional items. No orders will be issued for design services only. The work will be located at Mountain Home Air Force Base, Army Reserve Centers in Southern and Eastern Idaho, and various other sites throughout Southern Idaho.
3. **PERIOD OF SERVICE.** The base period of service will be one (1) year from the date of contract execution. The contract will include four (4) option years in addition to the base year. The four (4) optional years may be exercised in accordance with the clause 52.217-9, Option to Extend the Term of the Contract. Each extension shall be evidenced by modification to this contract, which may include revisions in (1) applicable prices, (2) other terms as desired by the parties hereto, and (3) revisions necessitated by statute, executive order, and applicable regulations. The maximum value of this IDIQ contract's base year plus the four option years is \$3,000,000. Notwithstanding the above, the ordering period shall automatically end upon the termination of the one base-year-period absent an extension. The expiration or termination of the ordering period shall not affect any order issued during the effective period of this contract.
4. **COMPENSATION.** The Contractor will be paid for services ordered and accepted in accordance with the Contract Clauses entitled, "Payments Under Fixed-Price Construction Contracts" (FAR 52.232-5) and "Prompt Payment for Construction Contracts" (FAR 52.232-27) in SECTION 00700. The Government is not obligated to fund the maximum cumulative dollar amount of this contract. Each Task Order will have funds obligated on an individual basis. The Government intends to order a minimum of 2% or (\$60,000) of the maximum possible dollar amount (\$600,000.)for the base year and, 1% or (\$30,000) of the maximum dollar amount (\$600,000) per each option year. Should the Government fail to order this amount of services during the contract period, the Contractor may submit a claim as provided in the contract clause entitled, "Disputes" (FAR 52.233-1) of SECTION 00700. In no event will the Government's liability under this circumstance exceed 2% of the maximum possible dollar amount for the base year and 1% of the maximum possible option dollar amount if the option periods are exercised.
5. **ORDERING.** (FAR 52.216-18)(OCT 1995)
 - a. Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders. Such orders may be issued from the date of contract execution by the Corps of Engineers, Small

Business Administration, and Contractor through one (1) year thereafter (e.g., 365 calendar days after the date of contract execution).

b. All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

c. If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

6. ORDERING LIMITATIONS. (FAR 52.216-19)(OCT 1995)

a. Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

b. Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$600,000; or

(2) Any order for a combination of items in excess of \$600,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

c. Notwithstanding paragraph b. above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph b., unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

7. INDEFINITE QUANTITY. (FAR 52.216-22)(OCT 1995)

a. This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

b. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

c. Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

d. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the

order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 days following expiration of the period of service, including all options.

8. ORDER PROCESSING PROCEDURES.

a. The Small Business Administration (SBA) delegates to the Seattle District, Corps of Engineers (SDCOE) the authority to negotiate all applicable terms and conditions (including prices) with the Contractor directly. Procedures for this shall be as follows:

(1) When the Government requires work under this agreement, SDCOE will issue a Request for Proposal (RFP) directly to the Contractor, which will include, depending on the project type, a statement of work describing the work to be performed, any special instructions and conditions, specifications and/or drawings and a completion schedule for the project. Guide specifications will be used as required under individual Task Orders. Task Orders may also be handled by facsimile or telephone for urgent requirements.

(2) The Contractor shall prepare proposals in accordance with the requirements of the RFP and this IDIQ. The Contractor shall respond within ten (10) calendar days by submitting a proposal to the Contracting Officer at SDCOE containing detailed pricing information which will support labor hours, material quantities and costs, subcontractor costs, laboratory costs, and any other associated costs that may be required during work performance.

(3) SDCOE and the Contractor are authorized to negotiate the applicable firm fixed-price for the items set forth in the RFP. Upon satisfactory completion of said negotiations, SDCOE will issue Task Orders in accordance with this agreement. Copies of Task Orders will be forwarded to both the Contractor and SBA.

b. Offeror's attendance at walk-throughs is considered vital to preparation of cost-effective offers, and to understanding the total results desired by the Government. Failure to attend walk-throughs may not be used as an excuse for omission or miscalculation in offers. The Contractor will not be reimbursed for attendance during negotiations, site visits, or other pre-Task Order costs.

c. The Contractor shall provide a lump-sum price for each Task Order that is divided into : (1) Construction Price, (2) Design Price (if applicable), (3) Optional Item pricing (discussed further in paragraph 16. of this section). The proposal will either be accepted as is or negotiated to the mutual agreement of both the Government and the Contractor. Upon conclusion of satisfactory negotiations (if required), a Task Order will be issued by the Contracting Officer reflecting the negotiated order price and payment terms as outlined in the Statement of Work or specifications. Failure to reach price agreement, as determined by the Contracting Officer, on any order will result in the automatic withdrawal of that work from further consideration under this contract. The order completion schedule shall be based on receipt of either written or verbal Notice to Proceed (NTP), whichever is sooner. For construction projects requiring bonding, NTP will not be issued prior to receipt of properly executed performance and payment bonds and certificates of insurance.

9. PRICING. Any order exceeding \$500,000 will require certified cost and pricing data, completion of Standard Form 1411, and may be subject to audit. Prior to exercising the optional years, all established

rates will be reviewed with the Contractor and revisions will be made to incorporate changes as necessary to reflect current pricing and/or inflation.

10. DAVIS-BACON GENERAL WAGE DECISIONS. The Davis-Bacon wage rates incorporated at time of award shall be utilized for all Task Orders under this contract. Updates of these rates will be incorporated if an optional year is exercised. When it is necessary to add a Davis-Bacon general wage decision not included in this contract, the applicable wage decision may be added by modification to either the contract or, if not anticipated to be utilized on a regular basis, to the individual Task Order.

11. PER DIEM RATE. Costs for per diem (lodging, meals, and incidental expenses) incurred by the Contractor during travel for performance of work under this IDIQ contract will be reimbursed only to the extent that the costs do not exceed the rates and amounts set for Government employees in the Joint Travel Regulations (JTR). For work under this IDIQ, the per diem rate will be no more than the rate specified in the JTR for the location(s) to which the contractor personnel must travel in performance of Task Orders.

12. SHOP DRAWINGS AND SUBMITTALS. The Contractor is responsible for preparation of all shop drawings, submittals, and as-builts for each Task Order in accordance with requirements contained therein.

13. PHYSICAL DATA (FAR 52.236-4) (APR 1984). Data and information furnished or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a. Weather Conditions: The Contractor shall be satisfied, before submitting his proposal, as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any National Weather Service Office.

b. Transportation Facilities: The Contractor, before submitting his proposal, shall make an investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the jobsite. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.

c. Right-of-Way: The right-of-way for the work covered by these specifications will be furnished by the Government, except that the Contractor shall provide right-of-way for ingress and egress across private property where necessary to gain access to the jobsite. The Contractor may use such portions of the land within the right-of-way not otherwise occupied as may be designated by the Contracting Officer. The Contractor shall, without expense to the Government, and at any time during the progress of the work when space is needed within the right-of-way for any other purposes, promptly vacate and clean up any part of the grounds that have been allotted to, or have been in use by, him when directed to do so by the Contracting Officer. The Contractor shall keep the buildings and grounds in use by him at the site of the work in an orderly and sanitary condition. Should the Contractor require additional working space or lands for material yards, job offices, or other purposes, the Contractor shall obtain such additional lands or easements at his expense.

14. TIME EXTENSIONS (FAR 52.211-13) (APR 1984). Notwithstanding any other provisions of this contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the Task Order completion date will be extended only for those specific elements so delayed and that the remaining Task Order completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

15. LAYOUT OF WORK (FAR 52.236-17) (APR 1984). The Contractor shall lay out its work from Government-established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due, or to become due, to the Contractor.

16. OPTION FOR INCREASED QUANTITY ON TASK ORDERS

a. The Government may elect to make certain construction tasks, as described in a Task Order Statement of Work, Optional Items. In this case, the Government may increase the quantity of work awarded on individual Task Orders by exercising Optional Item(s) within the period specified in the Task Order. Notice To Proceed on work item(s) added by the exercise of option(s) will be given upon execution of consent of surety.

b. The parties hereto further agree that any option herein shall be considered to have been exercised at the time the Government deposits written notification to the Contractor in the mail.

17. PERFORMANCE AND PAYMENT BONDS. Performance and payment bonds shall be required and the penal sum shall be established by each Task Order placed hereunder for all work considered to be construction by the Contracting Officer. Bonds shall be provided within 10 calendar days of request by the Contracting Officer.

a. Performance Bond: The penal sum of each performance bond shall equal one hundred percent (100%) of the price of each Task Order placed hereunder.

b. Payment Bond: The penal sum shall be one hundred percent (100%) of the order price.

c. Additional bonding shall only be required to the extent that the amount of construction being accomplished exceeds the value of the performance bonds. Notice to Proceed will not be issued until the Contractor provides sufficient bonding to cover work being performed. Such additional bonding shall be provided within 10 calendar days of request by the Contracting Officer.

18. PERFORMANCE EVALUATION OF CONTRACTOR (1985 JAN COE)

As a minimum, the contractor's performance will be evaluated for all Task Orders over \$500,000 and upon final completion of each contract year. However, interim evaluation may be prepared at any time during contract performance when determined to be in the best interest of the Government.

The format for the evaluation will be SF 1420, and the contractor will be rated as outstanding, satisfactory, or unsatisfactory in the areas of Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The contractor will be advised of any unsatisfactory rating, either in an individual element or in an overall rating, prior to completing the evaluation, and all contractor comments will be made as part of the official record. Performance Evaluation Reports will be available to all DoD Contracting Officers for their future use in determining contractor responsibility, in compliance with DFARS 36.201 (c)(2).

19. LIQUIDATED DAMAGES - CONSTRUCTION (FAR 52.211-12) (APR 1984).

- a. If the Contractor fails to complete the work within the time specified in an individual Task Order, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$576.00 for each day of delay. Separate additional liquidated damages may be specified in individual Task Orders. If a Task Order requires a greater liquidated damages amount than \$576.00 each day, this must be justified to the Contracting Officer via memorandum.
- b. Regardless of the number of Task Orders in process, the maximum total for daily liquidated damages is limited to the sum of \$576.00 for each day of delay, unless a higher rate is justified (per paragraph 17.a.).
- c. If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.
- d. If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

20. INSURANCE - WORK ON A GOVERNMENT INSTALLATION

In accordance with Provision 52, FAR 52.228-5 (JAN 1997) in Section 007000, the Contractor shall, at its own expense, provide and maintain during the entire performance period of this Contract the kinds and minimum amounts of insurance required below:

(a) Insurance Liability Schedule (FAR 28.307-2)

(1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Contract operations are so commingled with a Contractor's commercial operation that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General Liability.

(a) The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(b) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(3) Automobile liability. The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) Aircraft public and passenger liability. When aircraft are used in connection with performing the Contract, the Contracting Officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(5) Vessel liability. When Contract performance involves use of vessels, the Contracting Officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

(6) Environmental liability. If this contract includes the transport, treatment, storage, or disposal of hazardous material waste the following coverage is required. The Contractor shall ensure the transporter and disposal facility have liability insurance in effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000.00 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

21 VARIATIONS IN ESTIMATED QUANTITIES - SUBDIVIDED ITEMS (MAR 1995)
(EFARS 52.212-5001): This variation in estimated quantities clause is applicable only on subdivided line items on individual task orders

(a) Variation from the estimated quantity in the actual work performed under any second or subsequent sub-item or elimination of all work under such a second or subsequent sub-item will not be the basis for an adjustment in contract unit price.

(b) Where the actual quantity of work performed for Items Nos. ____ is less than 85 % of the quantity of the first sub-item listed under such item, the Contractor will be paid at the contract unit price for that sub-item for the actual quantity of work performed and, in addition, an equitable adjustment shall be made in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

(c) If the actual quantity of work performed under Items Nos. ____ exceeds 115 percent or is less than 85 percent of the total estimated quantity of the sub-item under that item and/or if the quantity of the work performed under the second sub-item or any subsequent sub-item under Items Nos. ____ exceeds 115 % or is less than 85 % of the estimated quantity of any such sub-item, and if such variation causes an increase or a decrease in the time required for performance of this contract the contract completion time will be adjusted in accordance with the clause FAR 52.211-18, Variation in Estimated Quantities.

GENERAL DECISION ID020001 03/01/2002 ID1

Date: March 1, 2002

General Decision Number ID020001

Superseded General Decision No. ID010001

State: Idaho

Construction Type:

HEAVY

HIGHWAY

County(ies):

STATEWIDE

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number
0

Publication Date
03/01/2002

COUNTY(ies):

STATEWIDE

CARP0001D 06/01/2001

	Rates	Fringes
AREA 1:		
CARPENTERS	22. 81	5. 70
PILEDIVERS	23. 91	5. 70
MILLWRIGHTS	23. 07	5. 70
DIVERS	56. 52	5. 70
DIVERS TENDERS	26. 90	5. 70

CARP0808A 01/01/2002

	Rates	Fringes
AREA 2:		
ZONE 1:		
CARPENTERS	20. 76	6. 86
PILEDIVERS	20. 93	6. 86
MILLWRIGHTS AND MACHINE ERECTORS	21. 05	6. 86
DIVERS	50. 72	6. 86
DIVERS TENDERS	20. 66	6. 86

Zone Differential (Add to Zone 1 rates):
Zone 2 - \$1. 00

ELEC0073D 01/01/2002

	Rates	Fringes
KOOTENAI COUNTY		

ELECTRICIANS	24. 27	3%+9. 13
CABLE SPLICERS	24. 67	3%+9. 13

ELEC0077A 02/01/2002

	Rates	Fringes
AREA 1:		
LINE CONSTRUCTION:		
CABLE SPLICERS	35. 44	3. 875%+7. 20
LINEMEN, POLE SPRAYERS, HEAVY LINE EQUIPMENT MAN	31. 96	3. 875%+7. 20
LINE EQUIPMENT MEN	27. 91	3. 875%+5. 45
POWDERMEN, JACKHAMMERMEN	24. 72	3. 875%+5. 45
GROUNDMEN	23. 27	3. 875%+5. 45
TREE TRIMMER	22. 46	3. 875%+5. 45

ELEC0291B 06/01/1999

	Rates	Fringes
ADAMS, ADA, BOISE, CANYON, ELMORE, GEM, OWYHEE, PAYETTE, VALLEY AND WASHINGTON COUNTIES		

ELECTRICIANS (including traffic signalization)	21. 63	5. 67+4. 4%
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ELEC0291C 03/01/1999

	Rates	Fringes
AREA 2:		
CABLE SPLICER	27. 59	4. 25%+5. 20
LINEMAN	25. 00	4. 25%+5. 20
LINE EQUIPMENT MECHANIC (RIGHT- OF- WAY)	21. 17	4. 25%+5. 20
LINE EQUIPMENT OPERATOR	21. 17	4. 25%+5. 20
GROUNDMAN	15. 45	4. 25%+4. 87

ENGI0370B 01/01/2002

	Rates	Fringes
AREA 2: (Anyone working on HAZMAT jobs working with supplied air shall receive \$1. 00 per hour above classification)		

THERE IS A HAZMAT CLASSIFICATION INCLUDED IN EACH GROUP

POWER EQUIPMENT OPERATORS:

ZONE 1:

GROUP 1	21. 04	5. 92
GROUP 2	21. 20	5. 92
GROUP 3	21. 57	5. 92
GROUP 4	21. 88	5. 92
GROUP 5	22. 05	5. 92
GROUP 6	22. 23	5. 92

GROUP 7	22. 59	5. 92
GROUP 8	22. 82	5. 92
GROUP 9	23. 05	5. 92
GROUP 10	23. 30	5. 92

Zone Differential (Add to Zone 1
rate): Zone 2 - \$1. 50

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Brakeman; Crusher Plant Feeder (Mechanical); Deckhand;
Grade Checker; Heater Tender; Land Plane; Pumpman

GROUP 2: Air Compressor; Assistant Refrigeration Plant
Operator; Bell Boy; Bit Grinder Operator; Blower Operator
(cement); Bolt Threader Machine Operator; Broom; Cement Hog;
Concrete Mixer; Concrete Saw multiple cut; Discing - Harrowing or
Mulching (regardless of motive power); Distributor Leverman;

Drill Steel Threader Machine Operator; Fireman-all; Hoist-single
drum; Hydraulic Monitor Operator-skid mounted; Oiler (single
piece of equipment); Crusher Oiler; Pugmixer-Box Operator; Spray
Curing Machine; Tractor-rubber tired farm type using attachments

GROUP 3: A-Frame Truck (hydra lift, Swedish Cranes, Ross
Carrier, Hyster on construction jobs); Battery Tunnel Locomotive;
Belt Finishing Machine; Cable Tenders (underground); Chip
Spreader Machine (self-propelled); Hoist-2 or more durms or
Tower Hoist; Hydralift-Fork lift & similar (when hoisting);
Oilers (underground); Power Loader (bucket elevator conveyors);
Rodman; Road Roller (regardless of motive power)

GROUP 4: Boring Machines (earth or rock); Quarrymaster-Joy-
tractor mounted, Drills: Churn-Core-Calyx or Diamond; Front
End & Overhead Loaders and similar machines-(up to and
including 4 yds)(rubber-tired); Grout Pump; Hydra-Hammer;
Locomotive Engineer; Longitudinal Float Machine; Mobile mixer;
Spreader Machine; Tractor-rubber tired-using Backhoe,
Transverse Finishing Machine; Trenching Machines; Waggoner
Compactor and similar; Asphalt Spreaders

GROUP 5: Concrete Plant Operator; Concrete Road Paver (dual);
Elevating Grader Operator; Euclid Elevating Loader; Generator
Plant Operator-Mechanic (diesel electric); Post Hole Auger or
Punch Operator; Power Shovels, Backhoes and Draglines (under 3/4
yd); Pumpcrete; Refrigeration Plant Operator(1000 tons and under;
Road Roller(finishing high type pavement); Service Equipment
Oiler; Skidder-rubber tired; Sub Grader; Multiple Station
Beltline Operator; Screed Operator

GROUP 6: Asphalt Pavers-self propelled; Asphalt Plant
Operator; Blade Operator (motor patrol); Concrete Slip Form
Paver; Cranes - up to and including 50 ton; Crusher Plant
Operator; Derrick Operator; Drilling Equipment (bit under 8
inches) - Robbins Reverse Circulation and similar; Front End and
Overhead Loaders and similar machines-over 4 yds to and
including 7 yds; Koehring Scooper; Heavy Duty Mechanic or

Welder; Mucking Machine (underground); Multi-batch Concrete Plant Operator; Piledriver Engineer; Power Shovels, Backhoes and Draglines (3/4 yd to and including 3 1/2 yds), Tractor-crawler type-including all attachments; Refrigeration Plant Operator (over 1,000 tons); Trimmer Machine Operator; Concrete Pump Boom Truck; All Scrapers up to and including 40 yards

GROUP 7: Cableway Operator; Continuous Excavator (Barber Greene WL-50); Cranes-over 50 tons; Dredges; Drilling Equipment (bit 8 inches and over)-Robbins Reverse Circulation & similar; Fine Grader-CMI or equivalent; Front End & Overhead Loaders & similar machines-(over 7 yards); Power Shovels & Draglines over 3 1/2 yards; Quad type Tractors with all attachments; all Scrapers, pulling wagons, belly dumps and attachments (over 40 yards to and including 60 yards); Multiple Scraper Units; Tower Crane Operator

GROUP 8: Scrapers - Euclid & similar, pulling wagons, belly dumps and attachments, over 60 yards to and including 80 yards

GROUP 9: Scrapers - Euclid and similar, pulling wagons, belly dumps and attachments, over 80 yards to and including 100 yards

GROUP 10: Scrapers - Euclids and similar, pulling wagons, belly dumps and attachments, over 100 yards

BOOM PAY: All Cranes and Concrete Pump Boom Trucks

100 ft to 150 ft	\$. 15 over scale
150 ft to 200 ft	\$. 30 over scale
Over 200 ft	\$. 45 over scale

NOTE: In computing the length of the boom on Tower Cranes, they shall be measured from the base of the tower to the point of the boom.

 ENGI0370D 06/01/2001

	Rates	Fringes
AREA 1: (Anyone working on HAZMAT jobs working with supplied air shall receive \$1.00 per hour above classification)		

POWER EQUIPMENT OPERATORS:

ZONE 1:

GROUP 1A	20.94	6.02
GROUP 1	21.49	6.02
GROUP 2	21.81	6.02
GROUP 3	22.42	6.02
GROUP 4	22.58	6.02
GROUP 5	22.74	6.02
GROUP 6	23.02	6.02
GROUP 7	23.29	6.02
GROUP 8	24.39	6.02

Zone Differential (Add to Zone 1

rate): Zone 2- \$2.00

BASE POINTS: Spokane, Moses Lake, Pasco, Washington; Lewiston, Idaho

Zone 1: Within 45 radius miles from the main post office

Zone 2: Outside 45 radius miles from the main post office

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1A: Boat Operator; Crush Feeder; Oiler; Steam Cleaner

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Drillers Helper (assist driller in making drill rod connections, service drill engine and air compressor, repair drill rig and drill tools, drive drill support truck to and on the job site, remove drill cuttings from around bore hole and inspect drill rig

while in operator); Fireman & Heat Tender; Grade Checker; Hydro-seeder, Mulcher, Nozzlemans; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmiser (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas, diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums), Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat; Boring Machine (earth); Boring Machine (rock under 8" bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumora, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet);

Soil Stabilizer (P & H or similar); Spreader Machine; Tractor (to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond) (operates drilling machine, drive or transport drill rig to and on job site and weld well casing); Equipment Serviceman, Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Planer Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8" bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment (8" bit & over) (Robbins, reverse circulation & similar) (operates drilling machine, drive or transport drill rig to and on job site and weld well casing); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operator (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signaller (Whirleys, Highline Hammerheads or similar)

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R. A. Hansen & similar on grade wire); Backhoes (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor Patrol & Attachments, Athey & Huber); Boom Cats (side); Cableway Controller (dispatcher); Clamshell Operator (under 3 yds.); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle and Screening Plant Operator; Dozer, 834 R/T & similar; Draglines (under 3 yds.); Drill Doctor; H. D. Mechanic; H. D. Welder; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Roller (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, Rubber-tired; Screed Operator; Shovel (under 3 yds.); Tractors (D-6 & equivalent & over); Trenching Machines (7 ft. depth & over); Tug Boat Operator; Vector Guzzler, Super Sucker

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds. & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination Machine Operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell, dragline; Derricks & Stifflegs (65 tons & over); Elevating Belt (Holland type); Heavy Equipment Robotics Operator; Loader (360 degrees revolving Koehring Scooper or similar);

Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator; Whirleys & Hammerheads, ALL

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower); Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, including Tower)
 180' to 250' \$.30 over scale
 Over 250' \$.60 over scale

NOTE: In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom

IRON0014A 07/01/2001

ADAMS (REMAINDER), BENEWAH, BONNER, CLEARWATER, IDAHO, KOOTENAI, LATAH, LEMHI (NW CORNER), NEZ PERCE, SHOSHONE, VALLEY (NW 1/3) AND WASHINGTON (NW 1/2) COUNTIES

	Rates	Fringes
IRONWORKERS	24.52	11.35

IRON0732A 06/01/2001

ADA, ADAMS (E. CORNER), BANNOCK, BEAR LAKE, BINGHAM, BLAINE, BOISE, BUTTE, BONNEVILLE, CAMAS, CANYON, CARIBOU, CASSIA, CLARK, CUSTER, ELMORE, FRANKLIN, FREMONT, GEM GOODING, JEFFERSON, JEROME, LEMHI (REMAINDER), LINCOLN, MADISON, MINIDOKA, ONEIDA, OWYHEE, PAYETTE, POWER, TETON, TWIN FALLS, VALLEY (SE 2/3) AND WASHINGTON (SE 1/2) COUNTIES

	Rates	Fringes
IRONWORKERS	20.13	9.21

LAB00155A 01/01/2002

	Rates	Fringes
AREA 2: (Anyone working on HAZMAT jobs working with supplied air shall receive \$1.00 per hour above classification)		

THERE IS A HAZMAT CLASSIFICATION IN EACH GROUP

LABORERS:

ZONE 1:

GROUP 1	18.38	6.90
GROUP 2	18.48	6.90
GROUP 3	18.58	6.90
GROUP 4	18.68	6.90
GROUP 5	18.73	6.90

GROUP 6	18.98	6.90
GROUP 7	19.23	6.90
GROUP 8	18.63	6.90
GROUP 9	18.78	6.90
GROUP 10	18.88	6.90

Zone Differential (Add to Zone 1
rate): Zone 2 - \$1.00

LABORERS CLASSIFICATIONS

GROUP 1: General laborers; Sloper, cleaning and grading; Form stripper; Concrete crew; Concrete curing crew; Carpenter tender; Asphalt laborer; Hopper tender; Flagman (including Pilot car); Watchman; Heater Tender; Stake jumper; Choker setters; Spreader and weighman; Scouring concrete; Rip Rap Man (hand placed); Crusher tender; Cribbing and shoring (in open ditches); Machinery and parts cleaner; Leverman, manual or mechanical; Demolition,

salvage; Landscaper; Tool roomman; Traffic Stripping Crew; Asbestos Abatement Laborers; Janitor (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Chuck tender; Driller tender; Air tampers; Gunnite nozzle man tender; Pipewrapper; Tar pot tender; Concrete sawyer; Concrete Grinder; Signalman, handling cement; Dumpman; Steam nozzle man; Air and water nozzle man (Green Cutter, Concrete); Vibrator (less than 4"); Pumpcrete and grout pump crew; hydraulic Monitor; Hydro Blaster

GROUP 3: Pipelayer, including sewer, drainage, sprinkler systems and water lines; Free Air Caisson; Jackhammer; Paving Breaker; Chipping Gun Concrete; Powderman Tender; Asphalt Raker; Gasoline powered Tamper; Electric Ballast Tamper; Sand Blasting; Form Setter, airport paving; Gunman (Gunitite); Manhole Setter; Hand guided machines, such as Roto Tillers, Trenchers, Post-Hole Diggers, Walking Garden Tractors, etc.; Cutting Torch

GROUP 4: Hod Carrier; Mason Tender; Plaster Tender; Mason Tender (concrete); Terrazzo-Tile Tender

GROUP 5: Highscaler; Wagon Drill; Grade Checker; Gunnite Nozzle man; Timber faller and buckler

GROUP 6: Diamond Drills; Drillers on Drills with Manufacturers rating 3" or over

GROUP 7: Powderman

UNDERGROUND WORK

GROUP 8: Reboundman; Chucktender; Nipper; Dumpman; Vibrator (less than 4"); Brakeman; Mucker; Bullgang

GROUP 9: Form Setter and Mover

GROUP 10: Miners; Machineman; Timbermen; Steelmen; Drill Doctors; Spaders and Tuggers; Spilling and/or Caisson Workers;

Vibrator (over 4")

LAB00238B 06/01/2001

	Rates	Fringes
AREA 1:		
LABORERS:		
ZONE 1:		
GROUP 1	17.66	5.00
GROUP 2	19.76	5.00
GROUP 3	20.03	5.00
GROUP 4	20.30	5.00
GROUP 5	20.58	5.00
GROUP 6	21.95	5.00

Zone Differential (Add to Zone 1
rates): Zone 2 - \$2.00

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer, Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs, and relief of flagperson); Window Washer; Washer/Cleaner(Detail cleanup, such as but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Cleanup laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker; Miner, Class "A" (to include bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly and dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-

mechanical; Form Setter, paving; Grader Checker Using Level; Jackhammer Operator Miner, Class B (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamber (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow, power driven

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include, horizontal construction joint clean-up brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when working on free standing concrete stacks for smoke or fume

control above 40 feet high); Gunnite (to include operation of machine and nozzle); High Scaler; Miner, Class C (to include miner, nozzleman for concrete, laser beamoperator and operator and rigger on tunnels); Monitor Operator, air track or similar mounting; Mortar Mixer; Nozzleman (to include jet blasting nozzle, over 1,200 lbs., jet blast machine power-propelled, sandblast nozzle); Pavement Breaker, 90 lbs. and over Pipelayer (to include working topman, caulker, collerman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer, tamber); Pipewrapper; Plasterer Tenders; Vibrators, all

GROUP 5 - Drills with dual masts; Hazardous Waste Worker, Level A; Miner Class "D" (to include raise and shaft miner, laser beam operator on raises and shafts)

GROUP 6 - Powderman

LAB00238F 06/01/2001		
	Rates	Fringes
AREA 1		
HOD CARRIERS	21.35	5.00

PAIN0005E 07/01/2001		
	Rates	Fringes
KOOTENAI COUNTY		
PAINTERS*:		
Brush, Roller, Paperhanger, striping, Steam Cleaning and Spray	19.17	4.24

*\$.70 shall be paid over and above the basic wage rates listed for work on swing stages and high work over 30 feet.

PLAS0072A 06/01/1999

	Rates	Fringes
AREA 1:		
ZONE 1:		
CEMENT MASONS	21. 57	5. 24

Zone Differential (Add to Zone 1
rate): Zone 2 - \$2. 00

BASE POINTS: Spokane, Moses Lake, Pasco, and Lewiston

Zone 1: 0-45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

PLAS0219B 01/01/2002

	Rates	Fringes
AREA 2:		
CEMENT MASONS:		
ZONE 1		
GROUP 1	15. 36	11. 70
GROUP 2	15. 56	11. 70

CEMENT MASONS CLASSIFICATIONS

GROUP 1: - JOURNEYMAN CEMENT MASON (including but not limited to hand chipping and patching, all types grouting and pointing of all concrete constructions, screed setting including screed pins, dry packing of all concrete including Embeco, plugging and filling all voids, etc., concrete construction, waterproofing of concrete with Thoroseal or similar materials.

GROUP 2: - CEMENT MASON (magnesite terazzo and mastic composition, two component epoxies, Clary and similar type screed operator, sandblasting of concrete for architectural finished only, Power chipping and bushhammer, all color concrete work, Power Trowel Operator, Power Grinder Operator, Gunnite and Composition Floor Layer).

Zone Differential (Add to Zone 1 rates): - \$1. 00

PLUM0044D 06/01/2001

	Rates	Fringes
NEZ PERCE COUNTY		
PLUMBERS & PIPEFITTERS	29. 61	9. 14
BONNER, BOUNDARY, CLEARWATER, IDAHO(NORTHERN PART), KOOTENAI, LATH, LEWIS AND SHOSHONE COUNTIES		
PLUMBERS AND PIPEFITTERS	29. 61	8. 54

PLUM0296A 07/01/2001

	Rates	Fringes
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AREA 2:

PLUMBERS AND PIPEFITTERS	23.54	7.77
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TEAM 0483A 01/01/2002

	Rates	Fringes
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AREA 2: (Anyone working on HAZMAT jobs working with supplied air shall receive \$1.00 per hour above classification)

THERE IS A HAZMAT CLASSIFICATION INCLUDED IN EACH GROUP

TRUCK DRIVERS:
ZONE 1

GROUP 1	18.75	7.95
GROUP 2	19.00	7.95
GROUP 3	19.32	7.95
GROUP 4	19.50	7.95
GROUP 5		
CLASS A	19.32	7.95
B	19.50	7.95
C	19.73	7.95
D	20.24	7.95
E	20.47	7.95
F	20.91	7.95

Zone Differential (Add to Zone 1 Rate):
Zone 2 - \$1.00

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Leverman Loading at Bunkers; Pilot Car or Escort Driver Flat Bed-2 Axle and Pickup Hauling material; Water Truck (1,000 gallons and under); Ambulance Driver; Flat Bed-3 Axle; Fuel Truck (1,000 gallons and under); Greaser; Tireman; Serviceman; Buggymobile; Manhaul (Shuttle Truck or Bus)

GROUP 2: Slurry or Concrete Pumping Truck; Flat Bed using Power Takeoff; Semi Trailer-Low Boy (up to 96,000 lbs. GVW); Bulk Cement Tanker (up to 96,000 lbs. GVW); Fork Lift (Bull Lift, Hydro Lift), Ross Hyster and similar Straddle equipment; "A" Frame Truck (Swedish Crane, Iowa 3,000 Hydro Lift); Transit Mix Truck (0-10 yds); Warehouseman Loading and Unloading

GROUP 3: Water Tank Truck; Fuel Truck (over 1,000 gallons); Transit Mix Trucks (10 yards & over), Dumpsters; Distributor or Spreader Truck; Field Tireman-Serviceman; Snow Plow (Truck Mounted); Warehouseman; Counterman, Shipping Receiving, Cardex.

GROUP 4: Low Boy (96,000 lbs. GVW & over); Bulk Cement Tanker (96,000 lbs. GVW & over); Transit Mix Trucks (over 10 yards); Turnarocker & similar equipment; Warehouseman General

GROUP 5:

- CLASS: A - Truck - Side, end and bottom dump, 0-16 yards, inclusive.**
B - Truck - Side, end and bottom dump, 16-30 yards, inclusive.
C - Truck - Side, end and bottom dump, 30-50 yards, inclusive, and Truck Mechanic.
D - Truck - Side, end and bottom dump, 50-75 yards, inclusive.
E - Truck - Side, end and bottom dump, 75-100 yards inclusive.
F - Truck - Side, end and bottom dump, over 100 yards.
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TEAM0690A 06/01/2000

AREA 1: (ANYONE WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW)

	Rates	Fringes
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TRUCK DRIVERS:

ZONE 1:

GROUP 1	17.73	7.50
GROUP 2	20.00	7.50
GROUP 3	20.50	7.50
GROUP 4	20.83	7.50
GROUP 5	20.94	7.50
GROUP 6	21.11	7.50
GROUP 7	21.64	7.50
GROUP 8	21.97	7.50

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00)

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office

Zone 2: 45 radius miles and over from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000

lbs.); Fuel Truck Driver; Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yards); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yds. to & including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank Truck (0-8000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom & articulated end dump (over 12 yds. to & including 20 yds.);

Truck-Mounted Crane (with load bearing surface either mounted or pulled), up to 14 ton; Vacuum truck (super sucker, guzzler, etc.); Water Tank Truck (8,001-14,000 gallons)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Lowboy (over 50 tons); Mechanic (Field); Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom & articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DW's & similar, with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater; Water Tank Truck (8001-14,000 gallons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom & articulated end dump (over 40 yds. to & including 100 yds.); Truck mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons)

GROUP 8: Prime Movers & Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

FOOTNOTE A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR - This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR - Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with self-contained breathing apparatus.

NOTE: Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

**ZONE DEFINITIONS
AREA 2**

(If a project is located in more than one zone the lower zone rate shall apply)

Zone 1: That area within the State of Idaho located within 30 miles on either side of I-84 from the Oregon-Idaho State Line on the West to the Intersection of I-84 and I-86 in Cassia County, then following I-86 to Pocatello, then following I-15 to Idaho Falls, then following State Highway #20 - 10 miles north to the intersection with Moody Road then following I-15 south from the city of Pocatello to a point 10 miles South of the Southern Boundary of Bannock County extended to the West.

Zone 2: The remaining area of that portion of the State of Idaho south of Parallel 46 (the Washington-Oregon State Line extended eastward to Montana) that is not included in Zone 1 as described above.

**AREA DEFINITIONS
(APPLIES TO ALL CRAFTS)**

AREA 1:

Benewah, Bonner, Boundary, Clearwater, Idaho (North of the 46th Parallel), Kootenai, Latah, Lewis, Nez Perce, and Shoshone Counties.

AREA 2:

Ada, Adams, Bannock, Bear Lake, Bingham, Blaine, Boise, Butte, Bonneville, Camas, Canyon, Caribou, Cassia, Clark, Custer, Elmore, Franklin, Fremont, Gem, Gooding, Idaho (South of the 46th Parallel), Jefferson, Jerome, Lemhi, Lincoln, Madison, Minidoka, Oneida, Owyhee, Payette, Power, Teton, Twin Falls, Valley, and Washington Counties.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)

and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

GENERAL DECISION ID020002 03/01/2002 ID2

Date: March 1, 2002

General Decision Number ID020002

Superseded General Decision No. ID010002

State: Idaho

Construction Type:
BUILDING

County(ies):

BENEWAH	IDAHO	NEZ PERCE
BONNER	KOOTENAI	SHOSHONE
BOUNDARY	LATAH	
CLEARWATER	LEWIS	

*IDAHO COUNTY - North of the 46th Parallel

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	03/01/2002

COUNTY(ies):

BENEWAH	IDAHO	NEZ PERCE
BONNER	KOOTENAI	SHOSHONE
BOUNDARY	LATAH	
CLEARWATER	LEWIS	

ENG10370J 06/01/2001

	Rates	Fringes
ZONE 1:		
POWER EQUIPMENT OPERATORS:		
GROUP 1A	20.44	6.02
GROUP 1	20.99`	6.02
GROUP 2	21.31	6.02
GROUP 3	21.92	6.02
GROUP 4	22.08	6.02
GROUP 5	22.24	6.02
GROUP 6	22.52	6.02
GROUP 7	22.79	6.02
GROUP 8	23.89	6.02

ZONE DIFFERENTIAL (Add to Zone 1
rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Moses Lake, Pasco,
Washington; Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Moses Lake, Pasco,
Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1A: Boat Operator; Crush Feeder; Oiler; Steam Cleaner

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Drillers Helper (assist driller in making drill rod connections, service drill engine and air compressor, repair drill rig and drill tools; drive drill support truck to and on the job site, remove drill cuttings from around bore hole and inspect drill rig while in operation); Fireman & Heat Tender; Grade Checker; Hydro-seeder, Mulcher, Nozzlemaster; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmiser (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork

Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Concrete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat; Boring Machine (earth); Boring Machine (rock under 8" bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumort, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Tractor (to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond) (operate drilling machine, drive

or transport drill rig to and on job site and weld well casing); Equipment Serviceman, Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Planer Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8" bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe and Hoe Ram (under 3/4 yd.); Carrydeck & boom truck (under 25 tons); Cranes (25 tons & under); Derricks & Stifflegs (under 65 tons); Drilling Equipment (8" bit & over) (Robbins, reverse circulation & similar)(operates drill machine, drive or transport drill rig to and on job site and weld well casing); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operator (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar)

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R. A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (Motor Patrol & Attachments, Athey & Huber); Boom Cats (side); Cableway

Controller (dispatcher); Clamshell Operator (under 3 yds.); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons including 45 tons), all attachments including clamshell, dragline); Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Draglines (under 3 yds.); Drill Doctor; Heavy Duty Mechanic; Heavy Duty Welder; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.), Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, all rubber tired; Screed Operator; Shovel (under 3 yds.); Tractors (D-6 & equivalent & over); Trenching Machines (7 ft. depth & over); Tug Boat Operator; Vactor Guzzler, Super Sucker

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds. & over); Blade (finish & bluetop), Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Clamshell Operator (3 yds. & over); Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks and Stifflegs (65 tons and over); Draglines (3 yds. & over); Elevating Belt (Holland type); Heavy Equipment Robotics Operator; Loader (360 degree revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter

Pilot

BOOM PAY: (All Cranes, Including Tower)

180' to 250' \$.30 over scale

Over 250' \$.60 over scale

NOTE: In computing the length of the boom on Tower Cranes, they shall be measured from the base of the tower to the point of the boom

HAZMAT: Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

IRON0014D 07/01/2001

	Rates	Fringes
IRONWORKERS	24.52	11.35

PAIN0005L 07/01/2001

	Rates	Fringes
PAINTERS:		
Brush	19.17	4.24

PLAS0072D 06/01/1999

	Rates	Fringes
ZONE 1:		
CEMENT MASONS	20.75	5.24

Zone Differential (Add to Zone 1
rate): Zone 2: \$2.00

BASE POINTS: Spokane, Pasco, Moses Lake, Lewiston

Zone 1: 0 - 45 radius miles from the main post office

Zone 2: Over 45 radius miles from the main post office

ROOF0189F 07/01/2001

	Rates	Fringes
ROOFERS	19.05	6.05

SHEE0066N 06/01/2000

	Rates	Fringes
BENEWAH, BONNER, BOUNDARY, CLEARWATER, KOOTENAI, LATAH, LEWIS, NEZ PERCE AND SHOSHONE COUNTIES		

SHEET METAL WORKERS	23.77	6.48
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SHEE0213C 06/01/2001

	Rates	Fringes
IDAHO COUNTY		
SHEET METAL WORKERS	21.71	7.71

SUID1001A 02/01/1990

	Rates	Fringes
CARPENTERS	11. 64	
DRYWALL FINISHERS	14. 67	2. 59
ELECTRICIANS	13. 63	2. 03
GLAZIERS	11. 42	2. 21
LABORERS	9. 21	2. 42
PLUMBERS	15. 77	

TEAM0760E 06/01/2000

	Rates	Fringes
TRUCK DRIVERS		

(ANYONE WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW)

ZONE 1:

GROUP 1	19. 33	7. 50
GROUP 2	21. 97	7. 50
GROUP 3	22. 08	7. 50
GROUP 4	22. 41	7. 50
GROUP 5	22. 52	7. 50
GROUP 6	22. 68	7. 50
GROUP 7	23. 22	7. 50
GROUP 8	23. 64	7. 50

Zone Differential (Add to Zone 1
Rate): Zone 2 - \$2.00

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office

Zone 2: 45 radius miles and over from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat
Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck, Fork Lift (3000 lbs. and
under); Leverperson (loading trucks at bunkers); Trailer Mounted
Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel
Operator; Tractor (small, rubber-tired, pulling trailer or
similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile &
Similar; Bulk Cement Tanks & Spreader; Dumptr (6 yds. & under);
Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000
lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated
Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck
Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson;
Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6
yds.); Trucks, side, end, bottom and articulated end dump (3

yards to and including 6 ards); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom and articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and articulated end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled), up to 14 tons; Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Lowboy (over 50 tons); Mechanic (Field); Transfer Truck and Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and pup; Tournarocker, DW's & similar, with 2 or more 4 wheel-power tractor with trailer,

gallorage or yardage scale, whichever is greater; Water Tank Truck (8001-14,000 gallons)

GROUP 7: Oil Distributor Driver; StringerTruck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom and articulated end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled) (16 through 25 tons)

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

FOOTNOTE A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR - This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR - Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

NOTE: Trucks pulling equipment trailers shall receive \$.15/hour over applicable truck rate.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

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01010	SUMMARY OF WORK
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SECTION 01005
SITE SPECIFIC
SUPPLEMENTARY REQUIREMENTS
FOR WORK ON MOUNTAIN HOME AFB

1. CONDUCT OF WORK:

1.1 COORDINATION AND ACCESS TO SITE

1.1.1 Coordination with using agencies shall be made through the Contracting Officer to assist the Contractor in completing the work with a minimum of interference and inconvenience.

1.1.2 All vehicles and drivers entering Mountain Home Air Force Base shall have valid current licenses. All contractor and privately owned vehicles shall obtain an access pass/vehicle decal.

1.1.3 The Contractor shall provide a list of all employees with driver's license and social security numbers prior to the start of construction.

1.1.4 When keys are required for access to facilities on this contract, they shall be obtained through the Contracting Officer.

1.1.5 The Contractor shall be responsible for Government-owned keys issued for access to facilities or areas pertinent to this contract.

1.1.6 Upon completion of the work in an area, or upon request of the Contracting Officer, the key or keys relevant to the completed areas shall be returned.

1.1.7 Should the Contractor lose a key: the Contracting Officer shall be notified, in writing, within three (3) working days after the loss is discovered and should the key not be found before final acceptance, the final contract payment shall be reduced by \$100 for each key not returned.

1.1.8 Work hours in the construction area will be restricted to 7:30 a.m. to 4 p.m. daily, Monday through Friday, excluding holidays. Work hours other than as specified above shall be coordinated with and approved by the Contracting Officer.

1.1.9 Contractor's workmen shall have on either a uniform with a firm name and the workman's last name or shall have a badge pinned on with both the firm name and the workman's photograph and full name.

1.2 UTILITY OUTAGES

1.2.1 Contractor shall coordinate utility outages with the Contracting Officer at least 14 days in advance. Outages shall be kept to a minimum and any one outage shall not last more than 2 hours. For outages exceeding 2 hours, the

Contracting Officer may require work to be performed on weekends at no additional cost to the Government.

1.3 PROTECTION OF GOVERNMENT PROPERTY

1.3.1 In addition to requirements of the CONTRACT CLAUSES, Contractor shall protect all Government property within the buildings in which he is working, except for such property as is required to be demolished. Property which is to be demolished shall be protected until its scheduled demolition time. Protection shall include, but not be limited to, protection from construction generated dust, debris, water, and vibration.

1.4 COORDINATION, SECURITY, SAFETY AND REGULATORY REQUIREMENTS

1.4.1 Construction traffic crossing taxiways open to aircraft traffic shall be under control by flagmen in radio control with base traffic control. When conflicts arise between construction activities, aircraft operations and safety, aircraft operation and safety shall take precedence and shall govern. Construction sequencing shall be coordinated with airfield management through the Contracting Officer. Continuous sweeping will be required for pavement to be opened to traffic or areas open to air traffic within construction limits as directed by the Contracting Officer.

1.4.2 Road closures shall be coordinated with the Contracting Officer at least 14 days in advance.

1.4.3 The Contractor shall clean up all construction debris from the area continuously.

1.4.4 Asphalt millings, broken concrete, and waste aggregate shall be disposed of on airfield property at locations shown on the drawings. The Contractor shall verify the locations with the Contracting Officer prior to using disposal sites. The Contractor shall level the disposal site at least once a week, or more often if directed by the Contracting Officer, and at the completion of the disposal activity, at no additional cost to the Government.

1.4.5 Vehicles and equipment shall not be allowed within areas 30 meters from the centerline of active taxiways, except as noted below, and 60 meters from active runway.

1.4.6 Pavements, drives or turf areas utilized by the construction for access roads or storage areas shall be maintained and restored by the Contractor to the original condition, to the satisfaction of the Contracting Officer and airfield management. Costs associated with the above work shall be incidental to the Task Order.

1.4.7 Before construction commences, the Contractor shall coordinate with the Contracting Officer to locate utilities. A permit is required for locating base utilities. Contractor

shall allow a minimum of 14 days to obtain permit and shall be responsible for marking limits of construction areas with white paint or white flagging so utilities may be located.

1.4.8 A 103 Digging Permit will be required before construction excavation commences. Digging permits expire 30 days after date issued and must be renewed.

1.4.9 A Flightline Driving Pass and Temporary ID's issued by Base Security will be required for construction personnel working on base.

1.4.10 The contractor shall provide construction fencing where directed by the Contracting Officer.

1.4.11 Concrete batch plant shall be set up and producing approved mix, prior to concrete placement. Location to be coordinated with the Base Civil Engineer through the Contracting Officer.

1.4.12 Fire extinguishers will be required on construction equipment. A 10 ABC minimum rating is required for fire extinguishers.

1.4.13 Welding permits will be required. The Contractor shall contact the Contracting Officer to obtain permits.

1.4.14 Blasting is prohibited on air base property.

1.4.15 Prior to use of a nuclear density gauge on airfield the Contractor shall complete a NRC 241 Form and submit his license to the Base Bioenvironmental Engineer (Building 6000).

1.5 AIRFIELD FLIGHTLINE BRIEFING

1.5.1 Prior to commencing work in the vicinity of the Flightline, the Contractor shall be required to attend a 30 minute Airfield Flightline Briefing in the Mountain Home Air Force Base Operations Office (Building No. 262).

END OF SECTION

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SECTION 01010

SUMMARY OF WORK

1. DESCRIPTION OF WORK

Provide all plant, labor, tools, equipment and perform all work in strict accordance with the specifications and plans required for individual Task Orders. The work includes a broad range of maintenance, repair, and minor construction work on real property at the locations listed in paragraph 1.1 below. During the contract period, the Government will identify specific jobs and issue individual task orders to the Contractor for job completion. The Contractor shall maintain a management office to receive Request for Proposals (RFP), signed Task Orders (TO) and Notices-to-Proceed (NTP); to receive and initiate contract correspondence; and to provide other engineering management services related to accomplishing individual Task Orders. Task Orders will vary in dollar amount. Task Orders will include tasks in a variety of trades, such as: carpentry, road repair, roofing, excavation, interior/exterior electrical, HVAC, plumbing, sheet metal, painting, fencing, asbestos and lead abatement, demolition, environmental clean-up (incidental to the work), concrete, masonry, and welding. Design-build services may also be ordered; however, no Task Order will be issued solely for design services.

1.1 Area Description: The work will be performed at Mountain Home Air Force Base, Army Reserve Centers in Southern and Eastern Idaho, and various sites throughout Southern Idaho.

1.2 Principal Items to be accomplished are:

- a. Provide, remove and dispose of, construct, replace, repair or modify architectural, structural, civil, mechanical or electrical features or systems of a facility.
- b. Provide exterior service systems for civil, mechanical or electrical systems of a building.
- c. Other work necessary as described in the Task Orders.
- d. Provide "as-built" drawings from Task Order sketches, drawings and construction surveys, as required.

1.3 Period of Performance

The period of performance is the period between the Task Order Notice-to-Proceed and the time when all work under the Task Order is complete. The Period of Performance will be stated for each Task Order.

2.0 DRAWINGS

Drawings applicable to work performed under this contract will be issued with the Task Order.

3.0 CONSTRUCTION PHASING

Government use of the facilities is anticipated while the work under this contract is being performed. The work shall be planned and accomplished so that there will be a minimum of interference and inconvenience to occupants in to occupants in the building and agencies in the vicinity and to other craftsmen who may have to do work in the affected facilities. Any blockage of building exits, driveways, or parking areas must be coordinated in advance. Furniture, portable office equipment and wall appurtenances not rigidly fastened to the walls shall be moved by the Contractor, protected from damage and replaced to original position upon completion of the work. If the work required by the Task Order will not allow furniture and portable office equipment to be replaced to its original position, new locations will be designated by the Contracting Officer or his/her designated representative. Costs associated with this work are considered a general cost of building renovation.

3.1 The work shall, so far as practicable, be done in definite sections or divisions and confined to limited areas which shall be completed before work in other sections or divisions is begun.

3.2 In the event of a conflict between the Contractor and others (as listed below in paragraphs 3.2.1 & 3.2.2), the Contracting Officer shall decide the dispute and the Contracting Officer's decision shall be final.

3.2.1 Contractors performing work on the same facility under other contracts.

3.2.1 Public Works or Military forces performing any work.

3.3 Construction Restrictions

Construction restrictions shall be identified and required as indicated on individual Task Orders.

4.0 PLANS AND SPECIFICATIONS

The Contractor shall be provided one copy of the construction drawings and Statement of Work (with pertinent supplemental specifications) upon issue of each Task Order. All further reproduction shall be at the Contractor's expense.

5.0 MATERIALS REMOVED

Materials removed by the Contractor shall be disposed of as refuse in accordance with SECTION 01061, ENVIRONMENTAL PROTECTION, unless otherwise specified.

6.0 AS-BUILT DRAWINGS

When required for a Task Order, As-Built Drawings shall be provided at the same standard as the drawings provided with the associated Task Order. and shall be provided for each Task Order in accordance with SECTION 01700, AS-BUILT, RECORDS, O&M MANUALS AND WARRANTY OF CONSTRUCTION.

END OF SECTION

SECTION 01025

PAYMENT

1.1 GENERAL

The contract price for each Task Order shall constitute full compensation for furnishing all plant, labor, materials, appurtenances, and incidentals and performing all operations necessary to construct and complete the work in accordance with these specifications and the applicable Task Order Statement of Work and drawings. Payment for each Task Order shall be considered as full compensation, notwithstanding that minor features may not be mentioned herein. No separate payment will be made for the work, services, or operations required by the Contractor, as specified in the Task Orders, to complete the work in accordance with the specifications; all costs thereof shall be considered as incidental to the work.

1.2 PAYMENT

Payment will be made by lump sum for the entire Task Order and progress payments may be made monthly for Task Orders exceeding 60 days. The Contractor shall not submit more than two pay requests on any day to a single designated billing office.

1.3 PROGRESS PAYMENT INVOICE

Requests for payment shall be submitted in accordance with Federal Acquisition Regulations (FAR) Subpart 32.9, entitled "PROMPT PAYMENT", and Paragraphs 52.232-5 and 52.232-27, entitled "Payments Under Fixed-Price Construction Contracts", and "Prompt Payment for Construction Contracts" respectively. In addition each request shall be submitted in the number of copies and to the designated billing office as shown on the applicable DD1155.

1.3.1 When submitting payment requests, the Contractor shall complete Blocks 1 through 12 of the "PROGRESS PAYMENT INVOICE" Form as directed by the Contracting Officer. (A sample form is attached at the end of this section). The completed form shall then become the cover document to which all other support data shall be attached.

1.3.2 If required by the Contracting Officer, one additional copy of the entire request for payment, to include the "PROGRESS PAYMENT INVOICE" cover document, shall be forwarded to a separate address as designated in Task Orders.

PROGRESS PAYMENT INVOICE

See Federal Acquisition Regulations (FAR) 32.900, 52.232-5, & 52.232-27

1. PROJECT AND LOCATION	2. DATE
3. CONTRACTOR NAME AND ADDRESS (Must be the same as in the Contract)	4. CONTRACT NO. 5. INVOICE NO.
6. DESCRIPTION OF WORK	7. PERIOD OF PERFORMANCE From: To:
8. DISCOUNT TERMS	
9. OFFICIAL TO WHOM PAYMENT IS TO BE FORWARDED Name: Title: Phone: () -	10. OFFICIAL TO BE NOTIFIED OF DEFECTIVE INVOICE Name: Title: Phone () -
<p>11. CERTIFICATION: I hereby certify, to the best of my knowledge and belief, that</p> <p>(1) The amounts requested are only for the performance in accordance with the specifications, terms, and conditions of this contract;</p> <p>(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and</p> <p>(3) This request for progress payment does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.</p>	
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%; border-top: 1px solid black; text-align: center;">(Signature)</div> <div style="width: 30%; border-top: 1px solid black; text-align: center;">(Title)</div> <div style="width: 30%; border-top: 1px solid black; text-align: center;">(Date)</div> </div>	
<p>12. OTHER INFORMATION OR DOCUMENTATION required by Contract. Provide two (2) copies of each (check and attach if applicable):</p> <p>_____ Updated Progress Chart/Schedule</p> <p>_____ Progress Narrative</p> <p>_____ Certified Payrolls (submitted weekly)</p> <p>_____ Safety Exposure Report</p> <p>_____ Updated Submittal Register</p> <p>_____ Progress Photos</p> <p>_____ Subcontractor/Employee Listings</p>	<p align="center">(FOR GOVERNMENT USE ONLY)</p> <p>Retainage: _____% Amt: \$ _____</p> <p>Withholdings: \$ _____</p> <p>Reason: _____</p> <p>_____</p> <p>_____</p> <p>Following items are current:</p> <p>As-Builts _____ Yes _____ No</p> <p>O & M Manuals _____ Yes _____ No</p> <p>1354 Data _____ Yes _____ No</p> <p>Submittal Register _____ Yes _____ No</p>

END OF SECTION

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SECTION 01040

GENERAL REQUIREMENTS

1. SCOPE

This section covers general requirements applicable to all the contract provisions.

2. DEFINITIONS

The references listed below are defined as indicated wherever they may be used in the TECHNICAL SPECIFICATIONS.

2.1 "GENERAL CLAUSES", "GENERAL CONDITIONS", or "GENERAL PROVISIONS" shall be read as "CONTRACT CLAUSES".

2.2 "CONSTRUCTION QUALITY CONTROL" shall be read as "CONTRACTOR QUALITY CONTROL".

2.3 "PROVIDE" shall be defined as "FURNISH, INSTALL, TEST AND MAKE READY FOR USE".

2.4 "AS INDICATED" shall be defined as to mean "AS SHOWN ON THE DRAWING, DESCRIBED IN THE STATEMENT OF WORK OR DESCRIBED IN THE SPECIFICATION".

2.5 "TASK ORDER" is an order for services under this contract. The Task Order documentation will consist of the RFP, the accepted Proposal, and an order form signed by a Contracting Officer.

2.6 "DAYS" shall be defined as calendar days, unless specifically stated otherwise.

2.7 Bare Surface: The term "bare" is defined as unpainted and uncoated surface.

2.8 Appurtenance: Appurtenance is defined as any built-in or attached nonstructural portion of a building; a subordinate part or accessory of a major item, such as a shed, garbage rack or fence.

2.9 Paint: The term "paint" as used herein is defined as emulsions, enamels, paints, stains, varnishes, sealers, cement-emulsion filler, and other coatings, whether used as prime, intermediate, or finish coat.

2.10 Complete Hiding: "Complete hiding" is defined as the application of one or more coats of paint to all surfaces such that an additional overcoat of paint of the color and tint identical to the previous coat will not alter the color, shade, or texture of any portion of the painted surface. At least two coats of paint shall be applied to bare surfaces.

3. CORRESPONDENCE

Correspondence shall be sent to the appropriate office as designated by the Contracting Officer depending on the location of the work. All correspondence shall be addressed to the Contracting Officer, shall be serially numbered commencing with Number 1 (see paragraph 3.5 below), with no numbers missing or duplicated and shall be furnished with an original and one copy. Enclosures attached or transmitted with the correspondence shall also be furnished with an original and one copy.

3.1 Each serial letter shall make reference to the contract name, contract number and shall have only one subject. For each task order, correspondence shall contain separate and distinct subject and identify each project by name and task order number.

3.2 All correspondence from the Contracting Officer will also be serially numbered with no numbers missing or duplicated. Letters to the Contractor will be forwarded in duplicate.

3.3 For submission of Contractor payment requests, See Section 01025, PAYMENT.

3.4 Serial Letter Numbers: Correspondence related to the IDIQ basic contract shall be sequentially numbered beginning with 0000/0001. Correspondence related to Task Orders shall be sequentially numbered – Task Order No./Serial Letter No. (example: The fifth serial letter for Task Order number eight would be numbered: 0008/0005). No serial letter shall address more than one task order.

4. COORDINATION AND ACCESS TO SITE

Coordination with using agency shall be made through the Contracting Officer's Representative (COR) to assist the Contractor in completing his work with a minimum of interference and inconvenience to occupants in the vicinity and other craftsmen working on the site. The COR may redirect the contractor to coordinate directly with the building manager(s) for access to specific facilities.

4.1 Work Hours

Normal work hours are between the hours of 0700 to 1700 Monday through Friday except Federal Holidays. Requests to work other hours shall be forwarded to and are contingent upon the Contracting Officer's approval. Contractor shall perform any or all tasks specified in the specifications during normal working hours in accordance with the scope of work specified in individual task orders.

4.1.1 Other than Normal Work Hours

Contractor shall perform any or all tasks specified in the specifications during other than normal working hours if specified in individual task orders.

4.3 IDENTIFICATION OF VEHICLES AND PERSONNEL

4.3.1 Vehicles

Highway vehicles owned or leased by Contractors shall be furnished with identifying markings reflecting, minimally, the Contractor's name. POVs must be registered with the Installation.

4.3.2 Personnel

Contractor's workmen shall have on either a uniform with the firm name and the workman's last name or shall have a badge pinned on with both the firm name and the workman's photograph and full name.

4.4 KEYS

When keys are required for access to facilities on this contract, they shall be obtained through the Contracting Officer's Representative (COR) or the COE Facility Manager, as appropriate. Nothing in the preceding sentence may be interpreted to relieve the Contractor of his responsibility to minimize interference with and inconvenience to occupants, nor to give the Contractor any right of access to places or at times where he is not specifically granted such access by other provisions of this contract.

4.4.1 The Contractor shall be responsible for any Government-owned keys which have been issued to him for access to facilities or areas pertinent to this contract.

4.4.2 Upon completion of the work in an area, or upon request of the Contracting Officer, the key or keys relevant to the area shall be returned immediately. Keys shall be returned prior to final task order payments.

4.4.3 In event the Contractor Loses a Key:

4.4.3.1 He shall notify the Contracting Officer, in writing, within three (3) working days after he is aware of the loss.

4.4.3.2 Should the key not be found before final acceptance, the final contract payment shall be reduced by the replacement cost for each key not returned and, if required by the Contracting Officer, any rekeying costs and cost of any other damages suffered by the Government.

4.5 UTILITY OUTAGES

Work on Task Orders shall be scheduled so that utility outages are minimized. All outages shall be coordinated with and approved by the Contracting Officer.

4.6 DIG PERMITS

Digging clearances for Task Order projects at the various facilities shall be obtained from the appropriate local authorities as required. The Contractor is responsible for locating all utilities at no additional cost to the Government

4.7 FIRE PREVENTION

The Contractor shall comply with fire prevention practices in performance of Task Orders as set forth by the National Fire Protection Association and other recognized fire prevention agencies and post regulations.

4.8 SAFETY

Safety requirements are addressed in Section 01110. All work and materials used shall be in compliance with the provisions of U.S. Department of Labor, Occupations Safety and Health Act (P.L. 91-596), pertinent National fire prevention codes, the latest National Electrical Code, and EM 385-1-1, Safety and Health Requirements Manual.

4.9 TRAFFIC CONTROLS FOR STREET AND HIGHWAY CONSTRUCTION OPERATIONS

The Contractor shall provide a Special Traffic Control Plan on a Task Order basis for moving traffic through or around the construction zone in a manner that is conducive to the safety of motorists, pedestrians and workers. This plan shall indicate scheduling, placement and maintenance of traffic control devices in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). The Contractor shall obtain, in writing, from the Contracting Officer or designated representative, approval of the Traffic Control Plan. The Contractor shall submit his Traffic Control Plan at least three (10) working days prior to commencement of street or road work. Excavations shall not remain open for more than one (1) working day without approval of the Contracting Officer.

5. Additional general contract requirements are identified in the Special Clauses and SECTION 01005 SITE SPECIFIC SUPPLEMENTARY REQUIREMENTS FOR WORK ON MOUNTAIN HOME AFB.

6. CONTRACT PROGRESS SCHEDULE AND PROGRESS REPORTS:

6.1 Each individual Task Order shall have Progress Charts and Status Reports provided.

6.1.1 The instructions and information herein supplement the requirements of paragraph "Schedule for Construction Contracts" FAR 52.236-15, in Section 0700, CONTRACT CLAUSES. The proposed Contract Progress Schedule for all task orders shall be in bar chart format. Contractor may submit alternative form/format for approval by the Contracting Officer.

6.2 The minimum principal contract features to be included in the chart will be identified on each specific task order. Examples include, but are not limited to, the following:

6.2.1 Site Work

6.2.2 Concrete

6.2.3 Masonry

6.2.4 Metals

6.2.5 Wood and Plastics

6.2.6 Thermal and Moisture Protection

6.2.7 Doors, Windows, and Hardware

6.2.8 Finishes

6.2.9 Miscellaneous Specialties

6.2.10 Equipment

6.2.11 Furnishings

6.2.12 Special Construction

6.2.13 Conveying Systems

6.2.14 Mechanical

6.2.15 Electrical

6.3 The Contract Progress Schedule shall show the total Task Order amount distributed among the features shown on the chart. The schedule shall show the percentage of completion at the close of each weekly period. This percentage shall be based on percentage of physical completion of the work.

6.4 The Contract Progress Schedule shall be submitted within 5 calendar days after the date of receipt of Notice To Proceed for each individual Task Order, unless a different schedule for submission is agreed upon during the RFP negotiations.

6.5 Status Reports

For Task Orders durations over 60 days, the Contractor shall prepare and submit Monthly Project Status Reports to the COR for each outstanding Task Order. The report shall tell whether the project as a whole is on, ahead of, or behind schedule. If the project is behind schedule, the Contractor shall explain what actions will be taken to regain the schedule. The report shall include a description of problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed. Any delays caused by the Government shall be identified. Any significant items or events that occurred during the report month shall also be detailed.

6.5.1 Consolidated Status Report

The Contractor shall provide a consolidated monthly bar chart, showing the status and projected completion for all task orders.

7. SALVAGE MATERIALS AND EQUIPMENT (DOD FAR SUPP 52.236-7005) (JAN 1965).

The Contractor shall maintain adequate property control records for all materials or equipment specified to be salvaged. These records may be in accordance with the Contractor's system of property control, if approved by the property administrator. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment, and shall replace, at no cost to the Government, all salvage materials and equipment which are broken or damaged during salvage operations as the result of his negligence, or while in his care.

8. PRESERVATION OF HISTORICAL, ARCHEOLOGICAL AND CULTURAL RESOURCES (OCE)(JAN 1985)

If, during construction activities, the Contractor observes items that might have historical or archeological value, such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination can be made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent his employees from trespassing on, removing, or otherwise damaging such resources.

9. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (ER 415-1-15 31)(OCT 89)

This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the CONTRACT CLAUSE entitled "Default (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

9.1 The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

9.2 The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

9.3 The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON (5) DAY WORK WEEK

LOCATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Southern Idaho	16	11	8	3	3	2	0	1	1	3	9	14

9.4 Upon issuance of the Notice To Proceed (NTP) and continuing throughout the Task Order performance period, the Contractor shall record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the contractor's scheduled workday.

9.5 The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 9.2 above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled " Default (Fixed Price Construction)".

10. MODIFICATION PROCEDURES

Price proposals for proposed modifications shall be submitted in accordance with the requirements of the Contract Clause MODIFICATION PROPOSALS - PRICE BREAKDOWNS. If change order work impacts or delays other unchanged contract work, the costs of such impacts or delays shall be included in the proposals and separately identified. Additional instructions for submitting price proposals can be found in NPSP-415-1-1, INSTRUCTION AND INFORMATION FOR CONTRACTORS, a copy of which will be furnished to the Contractor. For information applicable to equipment rates used in contract modifications, refer to 00800 SPECIAL CLAUSES, clause " EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE" .

END OF SECTION

SECTION 01061
ENVIRONMENTAL PROTECTION

1.0 GENERAL

1.1 SCOPE

This Section covers prevention of environmental pollution and damage as the result of construction operations under this contract. For the purpose of this specification, environmental pollution, and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for esthetic, cultural, and/or historical purposes. The control of environment pollution and damage requires consideration of air, water, and land, and includes management of visual esthetics, noise, and solid waste, as well as other pollutants.

1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The Contractor shall record any problems in complying with laws, regulations, and ordinances, and corrective action taken.

1.2.1 Subcontractors

Assurance of compliance with this Section by subcontractors will be the responsibility of the Contractor.

1.3 NOTIFICATION

When the Contracting Officer notifies the Contractor in writing of any observed noncompliance with Federal, state, or local laws, regulations, or permits, the Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or costs or damage allowed to the Contractor for any such suspension.

1.4 PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications. Environmental protection shall be as stated in the following subparagraphs:

1.4.1 Protection of Land Resources

The Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without special permission from the Contracting Officer except as otherwise specified or indicated. See paragraph PROTECTION OF TREES DURING EXCAVATION for additional requirements relating to protection of trees during excavation in the vicinity of a tree.

1.4.2 Disposal of Garbage

Garbage shall be placed in containers which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.

1.4.3 Refuse Disposal and Cleanup

Refuse shall be defined as debris other than such organic materials as brush or tree stumps.

1.4.3.1 Refuse Disposal

The cost of refuse disposal, such as transportation, handling, dumping fees as applicable, and similar cost, shall be included in the contract price. Refuse shall be disposed of off site, in accordance with all local, state, and Federal rules and regulations, at the Contractor's expense.

1.4.3.2 Fire Hazard

Cloths, cotton waste, and other combustible materials that might constitute a fire hazard shall be placed in closed metal containers and placed outside or destroyed at the end of each day.

1.4.4 Restrictions

The Contractor will not be permitted to deposit refuse in existing garbage cans or refuse dumpsters. Cleaners shall not be poured, drained, or washed into plumbing fixtures or sanitary or storm sewers. Debris, dirt, dust, and stains attributable to or resulting from the work effort shall be removed, cleaned, or effaced by the Contractor to the satisfaction of the Contracting Officer prior to acceptance of the job. Refuse shall not be burned. Burning of vegetation or tree stumps will not be allowed unless the worksite is in an area approved for burning.

1.4.5 Disposal of Chemical or Hazardous Waste

Hazardous waste generated by construction operations remains the property of the Contractor and shall be removed from Mountain Home AFB. Contractor operations shall be, at all times, in compliance with the Resource Conservation and Recovery act (RCRA), 40 CFR, and Idaho Rules, Regulations and Standards for Hazardous Waste, (Idaho Code 16.01). No more than 142 liters, total, of hazardous waste shall be accumulated by the Contractor on site. Once the 142 liters limit is reached, the Contractor has 72 hours to remove the waste from Mountain Home AFB. If any materials will be used that are corrosive, flammable, toxic, or reactive, the Contractor shall submit a Hazardous Materials/Hazardous Waste Control Plan to the CO for approval and coordination with 366 CES/CEEEEC. Contractor shall submit Material Safety Data Sheets (MSDS) to the CO for approval and coordination with 366 CES/CEEEEC for all paints and protective coatings, solvents, adhesives, and all other chemical products.

1.4.6 Disposal of Discarded Materials

Discarded materials, other than those which can be included in the solid waste category, shall be handled as directed.

1.4.7 Protection of Water Resources

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of

surface and ground waters. For Task Orders with greater than 5 acres of disturbance, the Contractor shall submit to the EPA a Notice of Intent (NOI) for Storm Water Discharges Associated with Industrial Activity Under a NPDES General Permit (EPA Form 3510-6). A Pollution Prevention Plan is a requirement of the NPDES Permit and shall be furnished by the Contractor to the Contracting Officer. The Pollution Prevention Plan shall be consistent with guidance as provided by the EPA (EPA Document 833-R-92-001, October 1992) or other approved guidance provided by state water pollution control agencies. The Contractor shall ensure that the Pollution prevention Plan provides the Contracting Officer with detailed adjacent areas on base. The Contractor shall be required to control operations in strict compliance with the approved Pollution Prevention Plan. This includes the installation of sediment barriers to restrict sediment discharges from the construction site.

1.4.7.1 The Contractor shall submit to the Contracting Officer a Notice of Intent (NOI) for Storm Water Discharges Associated with Industrial Activity under a NPDES General Permit, EPA Form 3510-6.

1.4.7.2 The Contractor shall submit an Erosion Control Plan for Contracting Officer's approval. The plan shall include detailed information on how the surface runoff will be controlled during construction to minimize soil erosion in the construction area and adjacent areas on the base. The Contractor will be required to control all construction operations in strict compliance with the approved Erosion Control Plan.

1.4.8 Particulates

Dust particles, aerosols, and gaseous byproducts from construction activities, processing, and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. Hydrocarbons and carbon monoxide emissions from equipment shall be controlled to Federal and state allowable limits at all times.

1.4.9 Recycling

See APPENDIX A attached at the end of this specification section for specific requirements for projects at Mountain Home AFB.

1.5 PROTECTION OF TREES DURING EXCAVATION

Care shall be exercised by the contractor when excavating trenches in the vicinity of trees. Where roots are 2 inches in diameter or greater, the trench shall be excavated by hand and tunneled. When large roots are exposed, they shall be wrapped with a heavy burlap for protection and to prevent drying. Trenches dug by machines adjacent to trees having roots less than 51 mm in diameter shall have the sides hand trimmed making a clean cut of the roots. Trenches having exposed tree roots shall be backfilled within 24 hours unless adequately protected by moist burlap or canvas.

1.6 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the

contract or for that length of time construction activities create the particular pollutant.

1.7 RESTORATION OF LANDSCAPE (VEGETATION - SUCH AS TREES, PLANTS, AND GRASS) DAMAGE

All landscape features (vegetation - such as trees, plants, and grass) damaged or destroyed during Contractor operations outside and within the work areas shall be restored to a condition similar to that which existed prior to construction activities unless otherwise indicated on the drawings or in the specifications. This restoration shall be done at no additional cost to the Government. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor. Trees shall be replaced in kind with a minimum 100 mm caliper nursery stock. Shrubs, vines, and ground cover shall be replaced in kind; size to be approved by the Contracting Officer. All plant material shall meet specifications outlined in ANSI Z60.1 - current publication, "American Standard for Nursery Stock." Grass areas shall be replaced in kind by sodding or seeding. Sod shall be required in all regularly maintained lawn areas. Grass seeding shall be installed on a minimum 50 mm layer of topsoil.

APPENDIX A DISPOSAL OF CONSTRUCTION MATERIALS

Base Landfill: The Contractor may use the base landfill or may, at his option, dispose of construction materials off-base at a properly licensed and approved landfill. If the Contractor wishes to use the base landfill, recycling is required to the maximum extent practicable for all waste generated by the Contractor. Do not dispose of any batteries, tires, appliances, recyclable materials, hazardous materials, hazardous wastes, etc. Comply with all Federal, State, and local environmental requirements (see Section 01061 ENVIRONMENTAL PROTECTION). Use of the base Asbestos landfill shall be in accordance with the requirements specified in Section 02080 ASBESTOS ABATEMENT.

Recycling shall consist of sorting and delivering recyclable items to the appropriate recycle processors. Recyclable items include: wood, glass, metals, cardboard, and paper. Any Contractor loads containing any of these recyclable materials will be turned away from the base landfill (or removed from the landfill, by the Contractor, if already dumped) and shall be sorted for recycling or removed from the base and disposed of off the base, all at the Contractor's expense. Appropriate recycling processors are private or government entities currently accepting material for the purpose of recycling.

The Contractor shall submit a Waste Disposal and Recycling Plan for the Government's approval prior to any disposal or recycling operations on base. (See sample "Waste Disposal and Recycling Plan" below). When preparing the plan, the Contractor may contact the base Recycle Center at 828-4212 for advice and

suggestions on how to best satisfy the recycling requirement. The plan shall be submitted to the Contracting Officer for coordination with 366 CES/CEV. The plan shall include, at a minimum:

- Brief description of work done under the contract,
- Identification of the major waste stream (categories of waste, e.g. wood, fixtures, cardboard, etc) to be generated.
- Intended method and location of disposal or recycling for each waste system

The Contractor may choose to dispose of any or all of the waste streams off-base.

The Contractor may choose to recover any or all of the waste streams by sending them to an off-base recycling company. The Contractor may choose to turn in some waste streams to the base recycling program with the Government's approval. The acceptance of these waste streams depends on the Government's ability to process the waste stream and the Contractor's ability to adequately prepare the waste stream to meet the Government's condition requirements. The Government is currently encouraging the recycling of:

- Wood
- Scrap Metal
- Corrugated Cardboard
- Glass
- Paper

Dumping of asphalt, concrete and rock rubble materials at the Base Hard Fill Area shall be approved in advance on a case by case basis. No dumping shall take place at the base rubble area without specific approval of the exact location, composition and quantity of material. This approval must be received in advance by the Contractor from the Base Civil Engineering (BCE) Pavement and Equipment Foreman through the Contracting Officer. No dumping shall take place without approval. All materials dumped at the base rubble area shall be spread, graded and covered daily (unless specified otherwise) as directed by the BCE Pavements and Equipment Foreman.

SAMPLE Waste Disposal and Recycling Plan

CONTRACT # _____

Brief description of Work done under the contract:

Renovate 6000 sq. ft. in building XYZ. Plumbing, electrical, and mechanical systems to be replaced. Floor plan to be changed with new floors, walls, and ceilings. Asbestos abatement planned on existing floor tile mastic and insulation.

Identification of the major waste stream (categories of waste, e.g., wood, fixtures, cardboard, etc.) to be generated.

1. Scrap Metal
2. ACM
3. Wood Waste
4. Fixtures
5. Mixed Demo Debris
6. Inert Debris
- 7.

Intended method and location of disposal or recycling for each waste stream

1. Scrap Metal: Existing water pipe (copper), ductwork (steel), and electrical wiring (copper) will be turned in to the Base Recycling Center.
2. Asbestos Containing Material: ACM removed prior to renovation will be deposited in the base Asbestos landfill in accordance with all Federal, state, and local regulations.
3. Wood Waste: Contractor will keep re-usable wood scraps and turn in smaller scraps to the Base Recycling Center free of other bulk building material.
4. Plumbing and Electrical Fixtures: Contractor will salvage existing fixtures to be removed for re-use in later projects or sale to others. Fixtures will be removed from Mountain Home AFB prior to the end of the contract.
5. Mixed Demo Debris: Disposed of in base landfill.
6. Inert Debris: Disposed of at the Mountain Home AFB inert debris site as directed by the Chief of Heavy Repair, 366 CES/CEOH.

END OF SECTION

SECTION 01101

MANAGEMENT PLAN AND REPORTS

1. GENERAL

1.1 SCOPE

Prior to receiving Task Orders under this Contract, the Contractor shall submit for Government Approval a Corporate Management Plan (MP). Field Reports and monthly Status Reports will be required as applicable. The MP is a compilation of the more specific plans listed under HUMAN SAFETY AND HEALTH (SECTION 01110); CONTRACTOR QUALITY CONTROLS (SECTION 01400); and ENVIRONMENTAL PROTECTION (SECTION 01061).

1.2 SUBMITTALS

Submittals shall be in accordance with SECTION 01300, SUBMITTALS (except as modified herein). "Government Approval" is required for submittals with a "GA" designation; submittals having an "FIO" designation are "For Information Only."

(a) "Pre-Work" Submittals

Management Plan; GA

The Corporate MP shall contain as a minimum the following items which are identified in the aforementioned SECTIONS:

- GA (1) Corporate Accident Prevention Plan (SECTION 01110)
- GA (2) Corporate Contractor Quality Control Plan (SECTION 01400)
- GA (3) Corporate Environmental Protection Plan (SECTION 01061)

(b) "During-Work" Submittals

Interim Reports; FIO

These will be identified in individual Task Orders but will include at a minimum:

- GA (1) Work Plan
- GA (2) Submittals identified in Environmental Protection (SECTION 01061)
- GA (3) Work Schedule
- GA (4) Site Specific QA & Testing Procedures

Critical documents require submittal For Information Only prior to submittal of the Final Report. These documents include, but are not limited to: Manifesting documents, clearance certifications, asbestos survey reports, accident reports, and other documents of a time-sensitive nature. The COR may request immediate submittal of any document deemed to be of a critical nature by the Government.

(c) "Completion of Work" Submittals (including "As-Built," O&Ms, etc.)

Final Report, GA

The Contractor shall prepare and submit for Government review and acceptance a Final Field Report at the conclusion of the Task Order.

1.1.1 Copies of the Management Plan

As specified in Submittals (SECTION 01300), Government Approved submittals require three (3) copies. Copies shall be delivered concurrently with one copy in reproducible format.

1.1.2 Content

(a) In addition to the descriptions of each document under this Section (and all other Sections), each copy of the Management Plan shall be accompanied by the appropriate submittal checklist which has been checked off and signed by the Contractor's project manager (or similarly qualified individual) who is familiar with the requirements of the document and is responsible for preparing or reviewing the document contents.

(b) The Management Plan (MP) is intended to ensure that safety and health, quality control, and environmental protection issues are suitably addressed. The Management Plan will be used by the COR to evaluate the overall approach that will be taken by the Contractor to complete the objectives of the Contract. The MP shall be subject to review and modification at any time under this Contract to correct deficiencies or to reflect changes in any applicable regulations.

1.3 CONTRACTOR'S FILES

A copy of the MP shall be maintained on each Task Order work site by the Contractor. The MP shall be made available for review and inspection by any authorized local, state or Federal visitor. Site employees shall be guaranteed access to the MP at all times. The MP shall be kept up-to-date and will include the latest addendum.

1.4 LOGS, REPORTS, AND RECORD KEEPING

The following logs, reports and records shall be developed, retained and submitted to the COR (and/or entitled regulatory agencies upon request):

- (a) Daily safety inspection logs & activity reports
- (b) Employee/visitor register
- (c) Phaseout reports (final decontamination verification certificates; any air, environmental or personal exposure monitoring records, final medical certificates, etc.)
- (d) Copies of all State licensing certificates required to conduct the required work activities

END OF SECTION

SECTION 01110

HUMAN SAFETY AND HEALTH

PART 1 GENERAL

1.1 REFERENCES

The publications listed below are incorporated into this specification and shall be read as if printed herein. In the case of conflict between the referenced documents and/or the following text, the requirements which are more protective of human and environmental safety and health shall apply.

AMERICAN CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS (ACGIH)

1996 TLVs® and BEIs®	Threshold Limit Values for Chemical Substances and Physical Agents Biological Exposure Indices
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AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z 88.2	(1992) Practices for Respiratory Protection
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ANSI Z358.1	(1990) Emergency Eyewash and Shower Equipment
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CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1904	(1995) Recording and Reporting Occupational Injuries and Illnesses
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29 CFR 1926	(1995) Safety and Health Regulations for Construction
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40 CFR 61 Subpart M	(1995) National Emission Standard for Asbestos
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40 CFR 763 Subpart E	(1995) Asbestos-Containing Material in Schools
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40 CFR Subchapter C	(1995) Hazardous Materials Regulations
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40 CFR 745	(Current Version) Lead, Requirements for Lead-Based Paint Activities
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NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 30	(1993) Flammable and Combustible Liquids Code
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NFPA 77	(1993) Static Electricity
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U.S. ARMY CORPS OF ENGINEERS ENGINEERING MANUAL (EM)

EM 385-1-1	(1996) Safety and Health Requirements Manual
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1.2 DESCRIPTION OF WORK

This Section covers the preparation and submittal of an Accident Prevention Plan as required by EM 385-1-1

1.3 SUBMITTALS

"Government Approval" is required for submittals with a "GA" designation; submittals having an "FIO" designation are "For Information Only." Submittals with an "MP" designation are submittals required to be submitted under the Management Plan which is specified in Section 01101: MANAGEMENT PLAN AND FIELD REPORTS.

1.3.1 Prior to initiating any on-site activities, including but not limited to, collecting asbestos samples, sampling tank contents, asbestos abatement, building demolition, debris removal, etc., the Contractor shall submit to the Contracting Officer a Task Order-specific Accident Prevention Plan which incorporates an Activity Hazard Analysis with the name and credentials of the independent Safety & Health Inspector who will oversee and coordinate all aspects of human safety and health for any type of work identified in SECTION 00800.

1.3.2 "Pre-Work" Submittal: Accident Prevention Plan, MP.

1.3.3 Task Order Specific:

(a) Activity Hazard Analysis (AHA), GA.

An AHA shall be prepared for every Task Order. The applicable building and permit numbers shall be noted in the AHA.

(b) Asbestos Hazard Abatement Plan, GA.

This plan shall also be prepared for every Task Order where asbestos is identified with applicable building and permit numbers noted.

(c) Lead Exposure Compliance Plan, GA.

The Contractor shall prepare a detailed Lead Exposure Compliance Plan that identifies the work procedures, health, and safety measures to be used to protect worker exposure to lead during building renovation if required. The plan shall meet the requirements specified in 29 CFR 1926.62.

1.4 ACCIDENT PREVENTION PLAN

In addition to fulfilling the minimum requirements specified in paragraphs 1 through 11 of Appendix A of EM-385-1-1 and items a through n (as well as others if pertinent) of paragraph 12 of said Appendix A, the Contractor will provide the following Corporate submittal for a Task Orders that involve Asbestos or Lead Abatement or possibility of Lead Exposure:

(a) The name, signature and credentials of the Lead Competent Person(s) for site activities whereby lead exposures may reach the published Action Level specified by federal, state or local regulations.

(b) The name, signature and credentials of the Asbestos Competent Person(s), the Asbestos Building Inspector(s), Asbestos Project Designer(s), Asbestos Manager(s).

(c) The names and credentials of persons required for the safe removal of asbestos in accordance with the requirements of 29 CFR 1926.1101, 40 CFR Part 61, PSAPCA Regulation III, Article 4, 40 CFR Part 763 and EM 385-1-1.

(d) The name signature and credentials of the individual responsible for ensuring underground storage tanks are emptied, inerted, unburied, removed and cleaned, and scraped in accordance with the referenced NFPA publications as well as human safety and health regulations and other federal, state and local requirements.

(e) The name, signature and credentials of the Corporate Safety Staff Person who is charged with: Preparing the Accident Prevention Plan; Enforcing the Accident Prevention Plan; Supervision, oversight, and coordination of Human Safety and Health; Providing professional certification that the asbestos removals, tank removals and building demolition meet all of the human safety and health requirements specified in the above listed references as well as any and all other federal, state and local requirements applicable for work within the confines of Western Washington State. (SEE also 1.5 (a) in this Section.)

(f) The name, signature and credentials of the person responsible for reviewing and approving the Accident Prevention Plan.

1.4.1 ACTIVITY HAZARD ANALYSIS

The Activity Hazard Analysis, for each Task Order, shall be submitted and updated during the project. The Activity Hazard Analyses format shall be in accordance with EM 385-1-1 (Figure 1-1). The analysis shall define the activities to be performed for Task Order work, identify the sequence of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level. Work shall not proceed on the Task Orders until the Activity Hazard Analyses have been accepted and a preparatory meeting has been conducted by the Contractor to discuss its contents with everyone engaged in the activities, including the onsite Government representatives. The Activity Hazard Analyses shall be continuously reviewed and, when appropriate, modified to address changing site conditions or operations.

1.4.2 ASBESTOS HAZARD ABATEMENT PLAN

The Plan shall be prepared on a Task Order basis and include, but not limited to, the following:

- (a) The personal protective equipment to be used;
- (b) The location and description of regulated areas including clean and dirty areas, access tunnels, and decontamination unit (clean room, shower room, equipment room, storage areas such as load-out unit);
- (c) Initial exposure assessment in accordance with 29 CFR 1926 Section 1101;
- (d) Level of supervision;
- (e) Method of notification of other employers at the worksite;
- (f) Abatement method to include containment and control procedures;
- (g) Interface of trades involved in the construction;
- (h) Sequencing of asbestos related work;
- (i) Storage and disposal procedures and plan;

- (j) Type of wetting agent and asbestos encapsulant to be used;
- (k) Location of local exhaust equipment;
- (l) Air monitoring methods (personal, environmental and clearance);
- (m) Bulk sampling and analytical methods (if required);
- (n) A detailed description of the method to be employed in order to control the spread of ACM wastes and airborne fiber concentrations;
- (o) Fire and medical emergency response procedures.

1.4.3 LEAD EXPOSURE COMPLIANCE PLAN

The Lead Exposure Compliance Plan shall be prepared on a Task Order basis and includes, but is not limited to, the following:

- (a) Meeting the requirements of 29 CFR 1926, Section 26 (required for building demolition activities or whenever performing site activities whereby lead exposures may reach the published Action Level specified by federal, state or local regulations).
- (b) The personal protective equipment to be used;
- (c) Initial exposure assessment in accordance with 29 CFR 1926, Section 62;
- (d) Level of supervision;
- (e) Method of notification of other employers at the worksite;
- (f) Interface of trades involved in the construction;
- (g) Location of local exhaust equipment;
- (h) Lead sampling and analytical methods (if required);
- (i) A detailed description of the method to be employed in order to control the spread of lead.

1.4.4 WORK IN CONFINED SPACES

In addition to the requirements in Section 06.I of COE EM-385-1-1 and 29 CFR 1915 SUBPART B, submit a Confined Space Entry Plan (CSEP) the Contracting Officer for approval. CSEP shall identify the name and qualifications of the person responsible for testing the confined space work environment. Allow a minimum of 5 working days prior to beginning this work for obtaining approval and any required permits.

1.4.4.1 Entry into a confined or enclosed space by personnel for any purpose, including hot work, shall be prohibited until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended.

- (a) Confined Space. Refers to a space which by design has limited openings for entry and exit; unfavorable natural ventilation which could contain or produce dangerous air contaminants, or which is not intended for continuous employee occupancy. Confined spaces include but are not limited to storage tanks, compartments of ships, process vessels, pits, silos, vats, degreaser's,

reaction vessels, boilers, ventilation and exhaust ducts, sewers, tunnels, underground utility vaults, and pipelines.

(b) Qualified Person. A person designated by the Contractor, in writing, and approved by the Contracting officer as capable (by education or specialized training) of anticipating, recognizing, and evaluating employee exposure to hazardous substances or other unsafe conditions in a confined space. This person shall be capable of specifying necessary control and protective action to ensure worker safety. Where work involves facilities that handle combustible and hazardous materials, this qualified person shall be a NFPA certified marine chemist.

1.4.4.2 Daily Confined Space Entry Permit shall be completed by the qualified person. The permit shall be posted in a conspicuous place close to the confined space entrance with a copy to the Contracting Officer.

1.4.4.3 Submit to Contracting Officer a letter of certification for the qualified person. The letter shall state the qualified person's name and qualifications and delineate the qualified person's authority to direct work stoppage in the event of hazardous conditions.

1.5 SPECIAL SAFETY REQUIREMENTS

In addition to the Safety and Health Requirements Manual EM 385-1-1, dated 3 September 1996, the Contractor shall comply with the requirements listed below. Paragraph numbers refer to EM 385-1-1 (or are added thereto).

(a) Paragraph 01.A.12 - Add new paragraph:

Safety Personnel. The Contractor shall designate a person on his staff to manage the Contractor's Safety and Accident Prevention Program. This person will provide a point of contact for the Contracting Officer on matters of job safety, and shall be responsible for ensuring the health and safety of on-site personnel.

(b) Paragraph 01.D.02 - Revise as follows:

(1) Replace paragraph 01.D.02c with:

"c. Property damage in excess of \$2,000.00"

(2) Add new paragraph "d.":

"d. An injury resulting in a lost workday, not including the day of injury."

END OF SECTION

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SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.1 CLASSIFICATIONS OF SUBMITTALS

1.1.1 Government Approved

Government (Contracting Officer) approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.1.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.1.3 Basic Contract Submittals

Basic Contract submittals can be Government Approved or Information Only. Basic contract submittals are submittals which are generic in nature for all work under the IDIQ and shall be identified by the Contractor (by annotating "Basic Submittal" in the remarks column of the Engineer Form 4288) when providing the submittal register for approval in accordance with paragraph 3.2 Submittal Register of this section. Basic Contract Submittals shall be submitted within 15 days of approval of the submittal register and shall include the Corporate Plans for Management (SECTION 01101), Health & Safety (SECTION 01110), and the Contractor Quality Control (CQC) (SECTION 01400), and ENVIRONMENTAL PROTECTION (SECTION 01061).

1.1.4 Task Order Specific Submittals

Task Order specific submittals can be "Government Approved" or "For Information Only." These submittals will be identified in each specific task order and describe task order specific requirements of materials and/or procedures. Task Order specific submittals shall be available at time of negotiations and submitted for final approval within 10 days of Notice-To-Proceed for the respective Task Order.

1.2 APPROVED SUBMITTALS

The approval of submittals by the Contracting Officer shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract, is responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no re-submittal for the purpose of substituting materials or equipment will be given consideration unless accompanied by an explanation as to why a substitution is necessary.

1.3 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies as specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, notice as required under the Contract Clause entitled "Changes" shall be given promptly to the Contracting Officer.

1.4 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

The Contractor shall submit items listed as basic IDIQ Contract Submittals. The Contracting Officer may request submittals in addition to those listed when deemed necessary to adequately describe the work covered in the respective Contract sections or for individual Task Orders. Units of weights and measures used on all submittals shall be the same used in the contract drawings. Submittals shall be made in the respective number of copies and to the respective addresses set forth below. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative. This procedure applies to all transmittals regardless of classification (For Information Only or Government Approved). Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals including parts list; certifications; warranties and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment.

3.1.1 Basic IDIQ Submittals shall be submitted to the following addresses:

U.S. Army Corps of Engineers
ATTN: CENWS-CT-CB-CU
P.O. Box 3755
Seattle WA 98124-3755

Task Order Submittals will be submitted as directed in the Task Orders.

3.2 SUBMITTAL REGISTER (ENG Form 4288)

Basic IDIQ Contract Submittals: The Contractor shall provide the Corporate Plans for Management (SECTION 01101), Health & Safety (SECTION 01110), the Contractor Quality Control (CQC) (SECTION 01400), and ENVIRONMENTAL PROTECTION (SECTION 01061) as Basic Contract Submittals (per paragraph 1.1.3). The Contractor shall complete columns "a thru "v" and return three (3) completed copies to the Contracting Officer for approval within 30 calendar days after contract award.

3.3 SCHEDULING

Adequate time (a minimum of 5 and a maximum of 15 calendar days, exclusive of mailing time) shall be allowed for government review and approval for the Basic Contract Submittal Register (ENG Form 4288). The time required by the Government to review submissions made under Task Orders may vary, with a maximum period of 30 calendar days allotted for Task Order-specific Submittals. Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. No delays, damages or time extensions will be allowed for time lost in late submittals. Contractor shall follow up on any submittal requiring Government approval to ensure the Government has received and is processing the submittal.

3.4 TRANSMITTAL FORM (ENG Form 4025)

Transmittal Form 4025 (sample will be provided by the Contracting Officer) shall be used for submitting both GA and FIO submittals in accordance with the instructions on the reverse side of the form. Transmittal numbers shall be assigned sequentially. Electronic generated 4025 forms shall be printed on carbonless paper and be a reasonable facsimile of the original 4025. If electronic forms are not used, the original Original 4025 forms shall be used (do not photo copy) and will be furnished by the COR. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care will be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item. One or more 4025 forms may be used per specification section, however, DO NOT include more than one specification section per transmittal.

3.5 SUBMITTAL PROCEDURE

3.5.1 General

Shop drawings and ENG Form 4025 shall be submitted in the number of copies specified in subparagraphs "Government Approved Submittals" (3.10) and "For Information Only Submittals" (3.11).

ENG Form 4025 is the transmittal document and shall be initiated by the Contractor in accordance with the instructions herein and as on the reverse side of ENG Form 4025. Each submittal item shall be listed separately on the form, naming subcontractor, supplier, or manufacturer, applicable specification paragraph number(s), drawing/sheet number, pay item number, and any other information needed to identify the item, define its use, and locate it in the work. One or more ENG Forms 4025 shall be used per specification section, however, never include more than one specification section per form. Each submittal shall be complete, containing all information needed to determine contract compliance.

3.5.2 Approval of Submittals

All submittals shall be Contractor approved; however, certain specified submittals will also require Government Approval. Government Approval is required when submittals: are specially identified in the Submittal Register (ENG FORM 4288) for Government Approval, or are extensions of design, represent critical materials, or involve equipment that must be checked for compatibility with an entire system.

3.5.2.1 All other submittals are for information only.

3.5.2.2 Before submission, Contractor shall review and correct shop drawings prepared by subcontractors, suppliers, and itself, for completeness and compliance with plans and specifications. Contractor shall not use red markings for correcting material to be submitted. Red markings are reserved for Contracting Officer use. Approval by Contractor shall be indicated on each shop drawing. (Suppliers' or subcontractors' certifications are not acceptable as meeting this requirement.) Submittals not

conforming to the requirements of this Section will be returned to the Contractor for correction and re-submittal.

3.5.3 Certification

The contractor is responsible for and shall certify that the submittals comply with contract requirements.

3.5.4 Drawings

Each drawing shall be not more than 28 inches high by 40 inches wide, with a title block in lower right hand corner and a 3- by 4-inch clear area adjacent. Title block shall contain subcontractor's or fabricator's name, Contract number, description of item(s). Contractor shall submit the required number of prints of any type. Where drawings are submitted for assemblies of more than one piece of equipment or systems of components dependent on each other for compatible characteristics, complete information shall be submitted on all such related components at the same time. Contractor shall ensure that information is complete and that sequence of drawing submittal is such that all information is available for reviewing each drawing. Drawings for all items and equipment, of special manufacture or fabrication, shall consist of complete assembly and detail drawings. All revisions after initial submittal shall be shown by number, date, and subject in tabular form.

3.5.5 Printed Material

All requirements for shop drawings shall apply to catalog cuts, illustrations, printed specifications, or other data submitted, except 3- by 4-inch clear area adjacent to the title block is not mandatory. Inapplicable portions shall be marked out and applicable items such as model numbers, sizes, and accessories shall be indicated.

3.5.6 Changes To Previous Submittals

It is the Government's intent to standardize equipment and materials utilized and installed in this contract. In the event the Contractor desires to change materials or equipment previously submitted, the Contractor shall annotate the transmittal block of the Engineer Form 4025 as "Change to previous transmittal number ___", and forward the submittal for Government Approval.

3.6 SAMPLES REQUIRING LABORATORY ANALYSIS

See SECTION: 01400 CONTRACTOR QUALITY CONTROL for procedures and address for samples requiring Government testing. If testing is to be accomplished by the Contractor the requirements of the same section shall apply.

3.7 SAMPLES REQUIRING VISUAL INSPECTION

Samples requiring only physical inspection for appearance and suitability shall be handled in accordance with PARAGRAPH: SUBMITTAL PROCEDURE above.

3.8 FIELD TEST REPORTS

Routine daily tests such as soil density, concrete deliveries and routine pressure testing shall be delivered to the Contracting Officer with the daily Quality Control reports. See SECTION: 01400 CONTRACTOR QUALITY CONTROL for daily Quality Control Reports.

3.9 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register." The following check list is intended to aid in the preparation of ENG Form 4025 and related transmittals and is intended only as a partial summary of requirements stated elsewhere within this specification.

- (a) DO NOT submit multiple 5 digit specification sections on one ENG FORM 4025.
- (b) Transmittal # 1 shall be the Submittal Register (ENG FORM 4288). Subsequent submittals shall be numbered sequentially as submitted except for re-submittals. Re-submittals must be related to the parent (original) transmittal, i.e. transmittal no. 2 re-submittal would be number 2A, etc.
- (c) Break the submittal into items which can be reviewed independently. For a transmittal with more than 9 items use multiple sets of ENG FORM 4025's.
- (d) Item numbers must be written on the enclosures and the ENG FORM 4025(column A)
- (e) Only ONE copy should be collated by items into a booklet form.
- (f) Enter the specification technical paragraph for each Item in column "e" on the ENG FORM 4025.
- (g) Identify the contract drawing number that applies, if applicable, in column "f" on ENG FORM 4025.
- (h) Variations shall be identified in column "g" on ENG FORM 4025 and justified in the Remarks Block.
- (i) Cross out inapplicable portions of submitted data or point to exact equipment being used on the project.
- (j) SIGN the ENG FORM 4025.

3.10 GOVERNMENT APPROVED SUBMITTALS

Three (3) copies of all submittals requiring Government Approval shall be submitted. Each copy submitted shall be identified by having a completed copy of ENG Form 4025 attached to it. Upon completion of review of submittals requiring Government Approval, the submittals will be identified as having received approval by being so stamped and dated. Two (2) copies of the submittal will be retained by the Contracting Officer and 1 (one) copy of the submittal will be returned to the Contractor.

3.10.1 Submittals will be reviewed and processed as follows:

- a. Approved as Submitted (Action Code "A"): Shop drawings which can be approved without correction will be stamped "Approved" and two prints, or two copies of catalog and other printed data, will be returned to the Contractor.
- b. Approved Except as Noted (Action Code "B"): Shop drawings which have only minor discrepancies will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted" and returned to the Contractor for correction. Distribution will be the same as for "Approved as Submitted" (Action Code "A") submittals.
- c. Approved Except as Noted (Action Code "C"): Shop drawings which are incomplete or require more than minor corrections will be annotated in red to indicate necessary corrections. Marked material will be stamped "Approved Except as Noted - Resubmission Required" and returned to the Contractor for correction. Two prints, or two copies of catalog and other printed data, will be

returned to the Contractor. The Contractor need only resubmit the part of the submittal showing the corrections.

d. Disapproved (Action Code "E"): Shop drawings which are fundamentally in error, cover wrong equipment or construction, or require extensive corrections, will be returned to the Contractor stamped "Disapproved." An explanation will be furnished on the submitted material or on ENG Form 4025 indicating reason for disapproval. Distribution will be the same as for "Approved Except as Noted" (Action Code "C") submittals.

e. Re-submittal will not be required for shop drawings stamped "Approved as Submitted" (Action Code "A") or "Approved Except as Noted" (Action Code "B") unless subsequent changes are made by Contractor or a contract modification. For shop drawings stamped "Approved Except as Noted" (Action Code "C") or "Disapproved" (Action Code "E"), Contractor shall make corrections required, note any changes by dating the revisions to correspond with the change request date, and promptly resubmit the corrected material. Re-submittals shall reference the submittal number of the original rejected submittal. Government costs incurred after the first re-submittal will be charged to the Contractor.

3.11 FOR INFORMATION ONLY SUBMITTALS

Two (2) copies of all For Information Only submittals are required. Normally submittals For Information Only will not be returned since approval of the Government is not required. These submittals will be used for informational purposes, however, the Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. The re-submittal shall be reclassified as Government Approved submittal. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications and will not prevent the Contracting Office from requiring removal and replacement if non-conforming material is incorporated in the work. This does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

3.12 CONTRACTOR APPROVAL STAMP

The stamp used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTORS REVIEW STAMP

MAXIMUM SIZE: 75 MM BY 75 MM

CONTRACTOR :

CONTRACT NUMBER

TRANSMITTAL NUMBER

ITEM NUMBER

SPECIFICATION SECTION

PARAGRAPH NUMBER

APPROVED AS SUBMITTED

APPROVED WITH CORRECTIONS AS

NOTED

SIGNATURE: _____

TITLE: _____

DATE _____

END OF SECTION

01300-6

SECTION 01400

CONTRACTOR QUALITY CONTROL

1. GENERAL

The Contractor shall comply with the Contractor Quality Control (CQC) provisions as specified herein. The Contractor shall perform all CQC inspection and/or testing required by this contract unless specifically designated to be performed by the Government. The CQC system consists of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations which comply with contract requirements. The system shall cover construction operations, including fabrication both onsite and offsite, and shall be keyed to the proposed construction sequence. The system shall specifically address how the contractor proposes to administer the CQC Program. The Contractor shall submit a Corporate Contractor Quality Control Plan as part of the submittals required for the Basic IDIQ Contract. If the Contractor fails to submit an acceptable Task Order-specific CQC plan within 20 calendar days from Notice to Proceed, the Contracting Officer may refuse to allow construction time to start on any subsequent task order if an acceptable interim plan is not furnished or withhold funds from progress payments in accordance with Section 00700, CONTRACT CLAUSES entitled "Payments Under Fixed Price Construction Contracts" (FAR 52.232-5) until such time as the Contractor submits an acceptable final plan.

2. PRE-WORK COORDINATION MEETING

Prior to issuance of Task Orders, the Contractor shall meet with the Contracting Officer and discuss the work plan, scheduling, safety plan, site restrictions, site environmental controls.

3. PRECONSTRUCTION MEETING

Prior to start of construction on the first task order issued under the contract, the Contractor shall meet with the Contracting Officer and discuss the CQC system. During the meeting, a mutual understanding of the system details shall be developed including the forms for recording the CQC operations, control activities, testing, administration of the system including fabrication onsite and offsite, and the interrelationship of Contractor and Government control and surveillance. Minutes of the meeting shall be prepared, signed by both the Contractor and the Contracting Officer, and shall become a part of the contract file.

4. CONTRACTOR QUALITY CONTROL PLAN:

4.1 General

As part of the Basic IDIQ contractor, the Corporate CQC plan shall be submitted for acceptance. Construction will be permitted to begin only after approval of the CQC plan or approval of that portion of the plan applicable to the particular feature of work to be started.

4.1.1 Content

The Corporate CQC plan shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers and purchasing agents:

4.1.1.1 A description of the corporate quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work. The staff shall include a CQC system manager who shall report to the project manager or someone higher in the Contractor's organization. Project manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production.

4.1.1.2 The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a corporate QC function.

4.1.1.3 A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities and responsibilities - which may differ with each Task Order. (Copies of these letters, when issued, shall also be furnished to the Government.)

4.1.1.4 Procedures for Task Order scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers and purchasing agents. These procedures shall be in accordance with Section 01300 SUBMITTALS.

4.1.1.5 Procedures for tracking of Task Order preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

4.1.1.6 Procedures for tracking Task Order construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

4.1.1.7 Task Order reporting procedures, including proposed reporting formats.

4.1.2 Task Order Specific CQC Plan

The following is required for each individual task order and shall be submitted within 10 days of task order NTP and approved before commencement of construction.

4.1.2.1 The CQC activities to be performed, including those of the subcontractors, offsite fabricators, and suppliers.

4.1.2.2 CQC testing procedures including a list of tests which the Contractor is to perform. The list shall give the test name, specification paragraph containing the test requirements, and the personnel and laboratory responsible for each type of test.

4.1.2.3 Any additional information required to implement the Corporate CQC Plan.

4.1.2.4 A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks and has separate control requirements. It could be identified by different trades or disciplines, or it could be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable feature under a particular section.

4.1.2.5 Copies of required permits obtained by the Contractor.

4.2 Acceptance

The CQC plans will be reviewed by the Contracting Officer. The Contractor shall make such changes and additions necessary for clarity and completeness as requested by the Contracting Officer. Acceptance of the Contractor's Corporate and Task Order Specific plans are predicated on satisfactory performance

during construction. Acceptance is conditional and the Government reserves the right to require the Contractor to make changes in the CQC plan, personnel, and operations to correct deficiencies to assure contract compliance.

4.3 Changes

When the Contractor proposes changes in the CQC plans or implementation during construction, the Contracting Officer shall be notified in writing. No change shall be implemented prior to acceptance in writing by the Contracting Officer.

4.4 Submittal

A list of tests applicable to each Task Order which the Contractor is to perform shall be furnished to the Contracting Officer. The list shall give the test name, specification paragraph containing the test requirements, and the personnel and laboratory responsible for each type of test.

5. CONTRACTOR QUALITY CONTROL ORGANIZATION:

5.1 General

The CQC system manager and surveillance personnel shall be fully qualified by experience and background to perform their assigned responsibilities.

5.2 System Manager

The contractor shall identify an individual, within his organization at the site of the work, as CQC manager who shall be responsible for overall management and have the authority to act in all CQC matters for the contractor. The designated CQC manager shall have a minimum of 5 years experience in supervision or inspection of building construction projects of complexity, magnitude, and type of work similar to the project. The CQC manager may perform as Superintendent and Safety Officer, if qualified. Contract work will not be permitted to be performed without an acceptable incumbent CQC manager unless specially authorized by the Contracting Officer. This person shall manage all the CQC inspectors at all construction sites.

5.3 Personnel

A staff with complete authority to take any action necessary to ensure compliance with the contract shall be maintained under the direction of the system manager to perform all CQC activities. The actual strength of the staff during any specific work period may vary to cover work phase needs, shifts, and rates of placement. The personnel of this staff shall be fully qualified by experience and technical training to perform their assigned responsibilities. CQC inspectors shall be assigned to each Task Order.

5.3.1 The CQC system manager shall be at the construction sites at all times. Task Order Superintendents who are under the direct employment of the Prime Contractor may also have the responsibility of CQC inspector for subcontracted work.

5.4 Organizational Changes

The Contractor shall obtain Contracting Officer's acceptance before replacing any member of the CQC staff. Requests shall include the names, qualifications, duties and responsibilities of each proposed placement.

6. CONTRACTOR QUALITY CONTROL MEETINGS

The Contractor's system manager shall meet with the COR at regular intervals, weekly or monthly as considered necessary by the COR, to assess the effectiveness of the CQC system. Special meetings may be called at any time when desired by the Contracting Officer. Reports will be reviewed to determine their effectiveness in the overall CQC system. Particular emphasis will be placed on discussion of methods to eliminate the recurrence of problem areas.

7. SUBMITTALS

Procedures for processing shop drawings, samples, certificates, and other submittals shall be developed in accordance with Section 01300 SUBMITTALS. The procedures shall include the establishment of responsibilities to assure at each level adequate review and approval, timely delivery, including verification procedures, and proper storage.

7.1 Shipping of Samples

All samples which are required to be submitted for Government testing shall be provided to a Corps-accredited laboratory or to the respective Corps of Engineers Office if so directed by the COR.

7.2 Certification

The Contractor is responsible for, and the system manager shall certify that, the submittals comply with contract requirements.

7.3 Government Testing

If a sample of Government-tested material from a proposed source fails to meet specification requirements, the Contractor shall provide a sample for testing from another source and/or the material presented by the sample shall be replaced and the cost of testing the replaced sample will be deducted from payments due the Contractor. The Contractor will be entitled to no additional compensation or extension of time due to any requirements for sampling and testing of the materials.

7.4 Government Approved Submittals

When submittals are required to be approved, each copy of the drawings will be identified as having received such approval by being so stamped and dated. Delays in the approval process shall not be the basis for consideration of a time extension when such delay is the result of the Contractor's failure to make proper submittal or make corrections in accordance with the specification or the Contracting Officer's comments or is a result of a resubmittal which is required because of an unsatisfactory original submittal. Approval action will not relieve the Contractor of his responsibility for compliance with the contract but will indicate only that the general method of construction and detailing is satisfactory.

7.5 Deviations

All proposed deviations from contract requirements shall be submitted in writing to the Contracting Officer for approval. Deviations shall not be approved by the system manager.

8. CONTROL OF ONSITE AND OFFSITE CONSTRUCTION

The CQC system shall include at least the following three phases of control and management for each definable feature of work:

8.1 Preparatory Phase

This control phase shall be performed before beginning work on each definable feature of work. Action shall be taken to ensure that only materials and equipment which comply with contract requirements are purchased and/or used for offsite fabrication, unless specific deviations are approved as specified above. This control phase shall include a review of contract requirements to assure that materials and equipment delivered to the jobsite and samples conform to contract requirements and that control testing, including procedures, are finalized. This control shall also include examination of the work area, upon which new work is to be placed, to verify that work over which new work is to be placed conforms to contract requirements and determination that required materials are on hand and properly stored. The Government inspector shall be notified via the Daily Construction Quality Control Report format least 48 hours in advance of each preparatory activity. The following issues should be considered in this phase.

- 8.1.1 CQC Plan submitted.
- 8.1.2 Progress Schedule approved.
- 8.1.3 A review of each paragraph of applicable specifications.
- 8.1.4 A review of the contract plans.
- 8.1.5 A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- 8.1.6 A check to assure that provisions have been made to provide required control inspection and testing.
- 8.1.7 Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- 8.1.8 A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawing or submitted data, and are properly stored.
- 8.1.9 A review of the appropriate activity hazard analysis to assure safety requirements are met.
- 8.1.10 Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase of work.
- 8.1.11 A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- 8.1.12 The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC system manager and attached to the daily QC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.
- 8.1.13 User coordination accomplished.
- 8.1.14 Demolition Plan Approved.
- 8.1.15 Digging Permit Approved.
- 8.1.16 All required permits are the responsibility of the Contractor. Copies shall be available at the jobsite.

8.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The CQC system shall be organized in such a manner to permit the transfer of information on quality requirements specified in this contract to each workman before he starts. It is also during this phase that control testing to prove the adequacy of the Contractor's control procedures shall be initiated and verified. The inspector shall be notified on the Daily Construction Quality Control Report form at least 48 hours in advance of each initial activity. The following shall be accomplished:

- 8.2.1 CQC standard established.

8.2.2 Materials inventoried.

8.2.3 Materials in accordance with specification.

8.2.4 Contractor/user coordination.

8.2.5 Compliance with facility standards.

8.2.6 A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.

8.2.7 Verification of full contract compliance. Verify required control inspection and testing.

8.2.8 Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with sample panels as appropriate.

8.2.9 Resolve all differences.

8.2.10 Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

8.2.11 Separate minutes of this phase shall be prepared by the CQC system manager and attached to the daily QC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

8.2.12 The initial phase shall be repeated for each new crew to work on-site or any time acceptable specified quality standards are not being met.

8.3 Follow-up Phase

The follow-up phase shall be performed continuously to verify that control procedures are providing an end product which complies with contract requirements. Adjustments to control procedures may be required based upon the results of this phase and control testing. The following issues should be considered in this phase.

8.3.1 CQC standard maintained.

8.3.2 Quality work standard maintained.

8.3.3 Change orders adhered to.

8.3.4 Work proceeding in safe manner.

8.3.5 Required testing performed.

8.3.6 Work being performed in accordance with the latest edition of the specifications, drawings and trade codes.

8.3.7 Maintain preparatory and initial phase established standards on all features of work throughout project.

8.3.8 Invoice in accordance with specifications.

8.3.9 Coordinate pre-final and final inspection requests through the Contracting Officer in writing a minimum of three (3) working days prior to desired inspection date and time.

9. TESTING

9.1 General

The Contractor shall perform tests specified or required to verify that control measures are adequate to provide a product which conforms to contract requirements. The location and frequency of tests required depends on the manner in which the work is being performed and the uniformity and quality of the tests obtained. Additional testing will be required by the Contracting Officer at no additional cost to the Government when the minimum testing program is not considered to be adequate or applicable or when visual evidence indicates the materials are unsuitable or other types of materials are involved. References to the procedures for sampling and testing of the material are given in the TECHNICAL SPECIFICATIONS. If the test method is not specified in the TECHNICAL SPECIFICATIONS, and/or as identified on individual Task Orders, the latest appropriate standards shall be used. Periodic check tests may be made by the Contracting Officer to ensure compliance with contract requirements.

9.1.2 The Contractor shall perform the following activities and record and provide the corresponding data:

9.1.2.1 Verify that testing procedures comply with contract requirements.

9.1.2.2 Verify that facilities and testing equipment are available and comply with testing standards.

9.1.2.3 Check test instrument calibration data against certified standards.

9.1.2.4 Verify that recording forms, including all of the test documentation requirements, have been prepared.

9.2 Advanced Notice of Contractor Performed Acceptance Testing

The Contractor shall notify the Contracting Officer a minimum of 5 calendar days prior to performing any acceptance testing for each specific test to include the test name, specification paragraph requiring test, fixture to be tested, test frequency and person responsible for test. Advance notification is not required for testing performed as part of fabrication or installation.

9.3 Noncompliance

Contractor tests indicating noncompliance with the contract shall be reported immediately to the inspector with recommendations to correct the deficiencies. The Contracting Officer will approve steps to be taken to alleviate noncompliance conditions if not stated in the specifications. The Contracting Officer may designate the location of additional sampling and the type of test to be performed.

9.4 Laboratory Facilities and Procedures

The Contractor shall procure the services of a Corps-accredited laboratory conforming to and subject to the following.

9.4.1 Laboratory facilities, including personnel and equipment, utilized for testing soils, concrete, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

9.4.2 Laboratory facilities shall have current accreditation under a national program for laboratory accreditation. Acceptable accreditation programs are the National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP), the American Association of State Highway and Transportation Officials (AASHTO) program and the American Association for Laboratory Accreditation (AALA) program. Furnish to the Contracting Officer, a copy of the Certificate of Accreditation, Scope of Accreditation and latest directory of the accrediting organization for accredited laboratories. The scope of the laboratory's accreditation shall include the test methods required by the Contract.

9.4.3 Capability Check: The Contracting Officer reserves the right at any time to check laboratory equipment in the laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques.

9.4.4 Capability Recheck: Should the selected laboratory fail the capability check, the Contractor will be assessed a charge for costs to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the amounts due the Contractor.

9.4.5 The Government reserves the right to utilize the Contractor's equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

9.4.6 Log Book and Sample Numbers: A testing log book shall be maintained at the laboratory and be divided into five parts for recording sample numbers of tests on (S) soils and base course material, (A) asphalt and asphaltic concrete, (C) concrete, (G) aggregate, and (O) other types of material such as masonry, roofing material, etc. Each sample and test shall be assigned a laboratory number at the time of arrival of the sample at the laboratory or beginning of the test. This number shall contain the last four digits of the contract number, a letter as described above, and then followed by the sample number. Re-tests of failed tests shall be assigned the same number as the original tests with a final letter to identify them as a retest, for example 0062-A-132, 0062-A-132A, etc.

9.5 Submittal of Test Reports

Copies of each test result shall be prepared with all necessary data recorded and with documentation and computation compiled. Distribution of two copies to the QA Representative shall be made within the following workday after each test is completed. The Government will furnish copies of the test report forms (see the sample at Attachment No. 1) upon request by the Contractor. The Contractor may use other forms, as approved.

9.6 Field Test Reports

Routine daily tests such as soil density, concrete deliveries, and routine pressure testing shall be delivered to the Contracting Officer with the Daily Contract Inspection Report or Daily Construction Quality Control Reports.

9.7 Government Testing

If a sample of Government-tested material from a proposed source fails to meet specification requirements, the contractor shall provide a sample for testing from another source and/or the material presented by the sample shall be replaced and the cost of testing the replaced sample will be deducted

from payments due the contractor. The contractor will be entitled to no additional compensation or extension of time due to any requirements for sampling and testing of the materials.

10. CONTRACTOR QUALITY CONTROL REPORT:

10.1 General

The Contractor shall maintain daily records and shall submit reports of CQC activities forms daily. The reports shall be factual records containing numerical data of the Contractor's daily CQC activities and resulting actions. The reports shall be submitted Daily Construction Quality Control Report forms and in accordance with these instructions and the ones on the back of the form in duplicate before noon of the next workday following the day of the report.

10.1.1 Separate reports for each individual Task Order shall be submitted by the responsible CQC inspectors. The report shall contain a record of inspections for all work accomplished subsequent to the previous report. Separate reports for different phases of work may be submitted by the responsible CQC inspectors or the reports may be consolidated into one report if all CQC activities and results are covered and the responsible CQC inspectors are identified.

10.1.2 In all cases, the report or reports shall be verified and signed by the one person delegated this responsibility by the Contractor. The verification shall contain the statement that all supplies and materials incorporated in the work are in compliance with the terms of the contract except as noted. A sample of a typical CQC report form is included at the end of this section.

10.2 Specific Requirements

The reports shall include the following:

10.2.1 Phase or phases of construction underway during the time of the report, including a listing of equipment and number of people involved in the activity by craft and the duration of the activity.

10.2.2 Type, number, and locations of inspections that were made.

10.2.3 Results of inspections, including nature of deficiencies observed and corrective actions taken or to be taken.

10.2.4 Report of tests performed with the results of the tests, including failures; the specification requirement; any tolerance where applicable and remedial action taken or to be taken. Test results, including all computations, shall be attached to the report form. Where test results cannot be completed by the time the report is submitted, a notation shall be made that the test was performed and the approximate date test results will be available. Delayed test results shall be submitted with a report form on the date received.

10.2.5 Other information as applicable to the project, including:

10.2.5.1 Weather conditions;

10.2.5.2 Subcontractor operations;

10.2.5.3 Monitoring of materials and equipment upon arrival at the jobsite for compliance with approved shop drawings, damage during transit, and proper storage;

10.2.5.4 Offsite surveillance activities;

10.2.5.5 Job safety; and

10.2.5.6 Other items described in the instructions on the back of the form.

11. COMPLETION INSPECTION

At the completion of all work or any increment thereof established by a completion time stated in paragraph entitled COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK" in each Task Order, or elsewhere in the specifications of each Task Order, the CQC System Manager shall conduct a completion inspection of the work and develop a "punch list" of items which do not conform to the approved plans and specifications. Such a list shall be included in the CQC documentation, as required by paragraph 9. CONTRACTOR QUALITY CONTROL REPORT, and shall include the estimated date by which the deficiencies will be corrected. The CQC system manager or his staff shall make a second completion inspection to ascertain that all deficiencies have been corrected and so notify the COR. The completion inspection and any deficiency corrections required by this paragraph shall be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates. After these actions are completed the pre and final inspections as described in Section E Contract Clause shall be scheduled and completed.

12. NOTIFICATION OF NONCOMPLIANCE

When the Government notifies the Contractor of any noncompliance with the foregoing requirements, the Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

12.1 Notification of "one time" non-compliance will be made on a Non-conformance Inspection Report HFL form 1236 or NPD Form 78. These reports are issued by the inspector. The Contractor's CQCR shall process the form as described on the form.

13. SAMPLES OF REPORTS listed below appear following this page:

12.1 Sample of Contractor Test Report

12.2 Sample of Daily Construction Quality Control Report

(Sample)

TEST REPORT

STRUCTURE OR BUILDING _____

CONTRACT NO. _____

DESCRIPTION OF ITEM, SYSTEM, OR PART OF SYSTEM TESTED: _____

DESCRIPTION OF TEST: _____

NAME AND TITLE OF PERSON IN CHARGE OF PERFORMING TESTS FOR CONTRACTOR:

NAME: _____

TITLE: _____

SIGNATURE: _____

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED ITEM, SYSTEM, OR PART OF SYSTEM HAS BEEN TESTED AS INDICATED ABOVE AND FOUND TO BE ENTIRELY SATISFACTORY AS REQUIRED IN THE CONTRACT SPECIFICATIONS.

SIGNATURE OF CONTRACTOR

QUALITY CONTROL INSPECTOR: _____

DATE: _____

REMARKS: _____

(Sample)

DAILY CONSTRUCTION QUALITY CONTROL REPORT

Contract Number: _____ Date: _____ Rpt No. _____

Contract Title: _____ Location: _____

Weather: Clear ___ P.Cloudy ___ Cloudy ___ Rainfall ___ (___% of workday)

Temperature during workday: High _____ degrees F. Low _____ degrees F.

1. WORK PERFORMED BY CONTRACTOR/SUBCONTRACTOR(S):

<u>Contractor Name</u>	<u>No. of Workers</u>	<u>Crafts/Hours</u>	<u>Work performed</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. EQUIPMENT DATA:

<u>Type, Size, Etc.</u>	<u>Owned/Rented</u>	<u>Hours Used</u>	<u>Hours Standby</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. QUALITY CONTROL INSPECTIONS AND RESULTS: (Include a description of preparatory, initial, and/or follow up inspections or meetings; check of subcontractors work and materials delivered to the site compared to submittals and/or specifications; comments on the proper storage of materials; include comments on corrective actions to be taken):

4. QUALITY CONTROL TESTING AND RESULTS (comment on tests and attach test reports):

5. DAILY SAFETY INSPECTIONS (Include comments on new hazards to be added to the Hazard Analysis and corrective action of any safety issues):

6. REMARKS (Include conversations with or instructions from the Government representatives; delays of any kind that are impacting the job; conflicts in the contract documents; comments on change orders; environmental considerations; etc.):

CONTRACTOR'S VERIFICATION: The above report is complete and correct. All material, equipment used, and work performed during this reporting period are in compliance with the contract documents except as noted above.

CONTRACTOR QC REPRESENTATIVE

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SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1. FACILITIES AND UTILITIES SHOP/STORAGE SPACE

1.1 Site Location

The Site Location will be provided at the Pre-Work Coordination meeting. The site location shall be restored to original condition (except for fair wear and tear) at contractor's expense prior to contract completion, unless otherwise approved by the Contracting Officer.

1.2 Condition of the Contractor's Facilities and/or Storage Site

The Contractor's facilities and storage site shall be neat, clean and orderly at all times. There shall be no trash, debris or other objectionable material within the Contractor's area except in dumpsters or other manufactured receptacles used for disposal purposes. Materials shall be sorted, stacked in neat piles and separated. Equipment and vehicles shall be located in one area of the site. Dumpsters and other receptacles shall not be filled to overflowing and shall be located in the most inconspicuous area of the site visible from main roads.

1.2.1 All facilities, equipment and vehicles shall be in proper repair and usable. Any rusted, broken, torn, bent or otherwise objectionable facilities, equipment, material, dumpsters or vehicles shall be immediately removed from the Contractor's site. Only normal operator maintenance will be allowed on contractor's vehicles on site.

1.2.2 The Contractor's portable office must be aesthetically acceptable (e.g., no patches, broken windows, dirt or rust). All site work and setup are the Contractor's responsibility and shall be paid by the contractor. The office shall be a manufacturer's standard item.

1.2.3 The Contractor shall provide, as necessary, all electrical hookups to include temporary transformers, additional poles, wire, weather heads, panels and any other item needed for power. Final electrical hookup shall be done after approval of COR. Electrical work shall conform to the latest edition of the National Electrical Code (NEC).

1.2.4 Security fencing consisting of a six-foot high chain-link fence with a top outrigger of three-strand barbed wire may be provided at the Contractor's option. Fencing shall be new in appearance.

1.2.5 The Contractor shall provide a white painted metal job sign to be installed on the office or security fence. The sign shall be produced commercially and will include the Contractor's name.

2. AVAILABILITY OF UTILITY SERVICES

2.1 Water

Subject to available supply, the Government, without charge, will furnish reasonable amounts of potable water to the contractor from existing outlets and supplies. Contractor shall reasonably conserve potable water furnished. Contractor, at its own expense, shall install and maintain necessary temporary connections and distribution lines and shall remove the connections and lines prior to final acceptance of construction. Water services may not be available at or adjacent to Contractor's staging, storage or office areas but may be obtained from an outlet as designated by the Contracting Officer.

2.2 Electricity

Subject to available supply, the Government, without charge, will furnish reasonable amounts of electric current to the Contractor for performing work at the work area. The Contractor shall carefully conserve electricity furnished. The Contractor, at its own expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain necessary temporary connections and shall remove the same prior to final acceptance of the construction.

3. SANITARY PROVISIONS

Contractor shall provide, at its expense, sanitary accommodations for the use of employees as may be necessary and shall maintain accommodations approved by the Contracting Officer and shall comply with the requirements and regulations of the State Health Department, County Sanitarian, or other authorities having jurisdiction.

4. TEMPORARY ELECTRIC WIRING

Temporary electric wiring shall meet the requirements as established below and shall be installed, maintained and removed by the Contractor at no cost to the Government.

4.1 Temporary Power and Lighting

The Contractor shall provide construction power facilities in accordance with the safety requirements of the National Electric Code, NFPA No. 70, and Safety and Health Requirements Manual (EM 385-1-1). The Contractor, or its delegated subcontractor, shall enforce the safety requirements of electrical extensions for the work of subcontractors. Work shall be accomplished by skilled electrical tradesmen. For work on Mountain Home Air Force Base these connections shall be coordinated with the Base Exterior Electrical Shop, through the Contracting Officer.

4.2 Construction Equipment

In addition to the requirements of EM 385-1-1, Safety and Health Requirements Manual, temporary wiring conductors installed for operation of construction tools and equipment shall be either Type TW or THW contained in raceways or shall be hard usage or extra hard usage multi-conductor cord. Temporary wiring shall be secured above the ground or floor in a workmanlike manner and shall not present an obstacle to persons or equipment. Open wiring may only be used outside of buildings and then only in accordance with the provisions of the National Electric Code.

4.3 Circuit Protection

All 15- and 20-ampere outlets, which are not a part of the permanent wiring of the building or structure, shall have ground fault circuit interrupters (GFI) for personnel protection. GFI shall be provided for extension cords and for all permanent receptacles that are not properly grounded. A testing means shall be provided which will impose a measured fault of 5 mill amperes and result in tripping the GFI unit.

4.4 Submittals

Submit detailed drawings of temporary power connections. Drawings shall include, but not be limited to, main disconnect, grounding, service drops, service entrance conductors, feeders, GFCI's, and all site trailer connections.

5. FIRE PROTECTION

Contractor shall meet fire protection requirements as specified by Local Fire Authorities. The Fire Department shall be notified 14 days prior to executing any work that may affect the fire protection system.

5.1 Fire Extinguishers

During the construction period, the Contractor shall provide fire extinguishers in accordance with the safety requirements of the Safety and Health Requirements Manual, EM 385-1-1. The Contractor shall remove the fire extinguishers at the completion of construction.

5.2 Permits

Permits shall be obtained from the Fire Department or the authority having jurisdiction for all welding operations.

6. CLEANUP AND RESTORATION

The Contractor shall be responsible for all cleanup and restoration of any place affected by his operation. The Contractor shall work continuously and diligently on one particular area or place until all the work is completed. No phasing of work will be permitted, unless requested in writing by the Contractor and approved in writing by the Contracting Officer or as specified in the contract/task order. The Contractor shall cleanup and restore areas immediately after work is completed. Areas where work is not completed shall be cleaned up and made safe and secure at the end of the workday. Cleanup, restoration, safety and security shall conform to all Federal, State, and local codes and U.S. Army Corps of Engineers "Safety and Health Requirements Manual (EM 385-1-1)". If any conflicts arise between referenced materials, the most stringent requirements shall govern. Determination of clean, restored, safe and secure areas shall be at the sole discretion of the Contracting Officer.

7. PROTECTION OF EXISTING AREAS

Any excavation or trench greater than 24 inches in depth, which will be left open without workmen at the site, shall have a six-foot high fence around the trench or excavation. The fence shall be wire chain link, or wood with no sharp protrusion, which may cause injury. The fence shall be new in appearance with no rust and no broken or bent components. The fence shall be located at a safe distance from the trench or excavation and shall be able to withstand a 100-pound force applied horizontally midway between supports with no failure. The Contractor may request in writing to the Contracting Officer's Representative (COR), an exception to the fence requirement for holes such as post holes and other limited excavation. The Contractor must state in the request for approval the reason and circumstances for the request. The COR may or may not grant the approval at the Government's sole discretion.

7.1 Any material (including excavated material) stored over four feet in height or any material deemed hazardous (such as sharp rocks and boards with nails for example) at the sole discretion of the Government, will require a six foot high fence surrounding the material. The fence shall conform to the preceding subparagraph (a).

7.2 Vehicles or equipment stored in designated staging areas shall have the same fencing requirement as above.

7.3 Excavations shall be filled and the area restored immediately after work is completed in that area.

7.4 Only the minimum and essential vehicles to do the work shall be used in a particular area. If equipment or vehicles are not being used, they shall be removed from the site.

7.5 Entrances, walkways and access ways shall remain usable and safe during the work unless otherwise specified or approved. The Contractor shall coordinate and communicate the status of work to all personnel (occupants or other user) being affected by the work operations.

7.6 Vehicles or equipment shall not be allowed on lawn or landscaped areas unless proper protection is provided. Plywood of proper thickness and structure may be used to distribute equipment and vehicle loads. Damage caused by Contractor to lawns and landscaped areas shall be immediately repaired. The Contractor shall use topsoil, seed, sod, flowers, plants and trees as necessary to restore lawns and landscaped areas. Sod shall be used for established lawn areas. Seeding, sodding and planting may be delayed because of inclement weather. Delay requests for restoration shall be submitted in writing to the Contracting Officer for approval. Contractor shall be liable for costs of restoring damaged lawns and landscape areas at his expense.

7.7 All required signs such as warning and directional signs shall be a standard manufactured item. Any special signs shall be shop fabricated of new exterior wood, properly painted and lettered. No field-fabricated signs will be permitted unless specifically directed by the Government for emergency or hazardous situations.

8. ELEVATED WORK AREAS

Worker safety is the responsibility of the Contractor and shall be provided at his expense. Workers in elevated work areas in excess of 6 feet above an adjoining surface require special safety attention. In addition to the provisions of EM 385-1-1, the following safety measures are required to be submitted to the Contracting Officer's Representative. Prior to commencement of work in elevated work areas, the Contractor shall submit drawings depicting all provisions of his positive protection system including, but not limited to, all details of guardrails. Positive protection for workmen engaged in the installation of structural steel and steel joist shall be provided by safety nets, tie-offs, hydraulic man lifts, scaffolds, or other required means. Decking crews must be tied-off or work over nets or platforms not over 6 feet below the work area. Walking on beams and/or girders and the climbing of columns is prohibited without positive protection. Perimeter guardrails shall be installed at floor, roof, or wall openings more than 6 feet above an adjoining surface and on roof perimeters. Rails shall be designed to protect all phases of elevated work including, but not limited to, roofing operations and installation of gutters and flashing. Rails around roofs may not be removed until all work on the roof is complete and all traffic on or across the roof ceases. Rails shall be designed to provide adequate stability under any anticipated impact loading. As a minimum, the rails shall consist of a top rail at a height of 42 inches, a mid-rail, and a toe board. Use of tie-offs, hydraulic man lifts, scaffolds, or other means of roof edge protection methods may be utilized on small structures such as family housing, prefabricated metal buildings, etc.

9. PROTECTION OF GOVERNMENT PROPERTY

In addition to requirements of the CONTRACT CLAUSES, Contractor shall protect all Government property within the buildings in which contractor employees are working, except for property required to be demolished. Property which is to be demolished shall be protected until its scheduled demolition time. Protection shall include, but not be limited to, protection from construction generated dust, debris, water, and vibration.

10. HARD HAT SIGNS

The Contractor shall provide 24 x 24 inch square Hard Hat Area signs at each entry to the project or work area as directed by the Contracting Officer. A minimum of two signs will be required. Signs shall be in accordance with the sketch at the end of this section.

END OF SECTION

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SECTION 01700

AS-BUILT, RECORDS, O & M MANUALS, AND WARRANTY OF CONSTRUCTION

1. SUBMITTAL PROCEDURES

Submittals shall be made in accordance with SECTION 01300: SUBMITTALS. Submittal dates shall be as defined in this section.

2. AS-BUILT FIELD DATA

2.1 General

The contractor shall keep at the construction site a complete set of prints or drawings/sketches as provided or required with the specific task order, reproduced at contractor expense. During construction, these prints shall be marked to show all deviations in actual construction from the contract drawings. The color red shall be used to indicate all additions and green to indicate all deletions. The drawings shall show the information listed below.

2.1.1 The locations and description of any utility lines and other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.

2.1.2 The locations and dimensions of any changes within the building or structure, and the accurate location and dimensions of all underground utilities and facilities.

2.1.3 Correct grade or alignment of roads, structures, and utilities if any changes were made from contract plans.

2.1.4 Correct elevations if changes were made in site grading from the contract plans.

2.1.5 Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including, but not limited to, fabrication, erection, installation, and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

2.1.6 The topography and grades of all drainage installed or affected as part of the project construction.

2.1.7 All changes or modifications from the original design and from the final inspection.

2.1.8 Where contract drawings or specifications allow options, only the option actually used in the construction shall be shown on the as-built drawings. The options not used shall be deleted.

2.1.9 These deviations shall be shown in the same general detail and quality utilized in the contract drawings. Marking of the drawing shall be performed continuously during construction to keep them up to date. This information shall be maintained in a current condition at all times until the completion of the work. The resulting field-marked prints and data shall be referred to and marked as "As-built Field Data" and shall be used for no other purpose.

2.2 Submittal of the As-built Field Data

The As-built Field Data shall be submitted to the Contracting Officer for review and approval. If review of the preliminary as-built drawings reveals errors and/or omissions, the drawings will be returned to the Contractor for corrections. The Contractor shall make all corrections and return the drawings to the Contracting Officer within 10 calendar days of receipt.

2.3 As-Built Drawings

These drawings shall be provided at the same standard and quality as the drawings provided with the associated task order and shall incorporate all As-Built Field Data. For example: If the task order drawings are sketches, the as-built drawings shall be sketches. If the task order drawings are half-size blue lines, the as-built drawings shall be half-size blue lines. Similarly for all other quality of task order drawings.

2.4 Approval and acceptance of the final as-built record drawings shall be accomplished before final payment is made to the Contractor.

3. LIST OF EQUIPMENT-IN-PLACE

Contractor shall submit for approval, at the completion of construction, a list of equipment-in-place. A sample form showing minimum data required is provided at the end of this section. The EQUIPMENT-IN-PLACE list shall be comprised of all equipment falling under one or more of the following classifications:

- a. Each piece of equipment listed on the mechanical equipment schedules.
- b. Each electrical panel, switchboard, and MCC panel.
- c. Each transformer.
- d. Each piece of equipment or furniture designed to be movable.
- e. Each piece of equipment that contains a manufacturer's serial number on the name plate.

4. 1354 CHECKLIST

The Contractor shall submit for approval, at the completion of construction, the 1354 CHECKLIST - if required by individual Task Orders. A sample form 1354 CHECKLIST showing minimum data required for the list is provided at the end of this section.

5. OPERATION AND MAINTENANCE MANUALS

5.1 General

The Contractor shall provide Operation and Maintenance (O&M) manual information on all contractor furnished and installed equipment for an individual task order.

5.1.1 O & M data shall be separated by systems and within each distinct system, further separated by the following disciplines: Mechanical; Electrical; Fire Protection and Detection, Security; and Architectural/General. O & M data for any particular system shall include narrative and technical descriptions of the interrelations with other systems. This narrative shall include a description on how the system works with notable features of the system, including normal and abnormal operating conditions. The explanation of the system is to be short and concise with reference to specific manufacturer's equipment manuals for details. Provide overall system schematic with narrative for each discipline. If the quantity of material is such that it will not fit within one binder then it shall be divided into volumes, as required.

5.2 Four complete copies of the final O&M data as approved shall be required.

5.3 O&M data on equipment or systems shall be submitted and approved prior to final payment on a task order. Failure to furnish approved, bound manuals in the required quantity will be cause for the Contracting Officer to hold or adjust the retained percentage in accordance with Contract Clause, "Payments Under Fixed Price Construction Contracts". For equipment or systems requiring personnel training and/or acceptance testing, the final O & M data must be approved by the Contracting Officer prior to the scheduling of the training and/or testing.

5.4 Content

The O&M manuals shall be structured to address each of the following topics.

5.4.1 Warning Page

A warning page shall be provided to warn of potential dangers (if they exist), such as high voltage, toxic chemicals, flammable liquids, explosive materials, carcinogens, or high pressures. The warning page shall be placed inside the front cover, in front of the title page.

5.4.2 Warranties

In addition to the general warranty required by the contract, the O&M manuals shall include any specific warranties required by other sections of the TECHNICAL SPECIFICATIONS and other warranties normally provided with the particular piece of equipment or system. Extended warranties normally provided by manufacturers that are beyond the warranty of construction shall be specifically noted. The warranty list shall contain the information indicated below. Warranties will not begin until the work under the task order is accepted by the Government. Copy of warranty shall be included in the manual.

WARRANTY INFORMATION

Project Title
Contract Number

General Contractor's Name, Phone Number

<u>ITEM DESCRIPTION</u>	<u>START DATE</u>	<u>END DATE</u>	<u>O & M REFERENCE LOCATION</u>
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(in alphabetical
order)

Descriptive Name,
Manufacturer's/
Warrantor's Name,
Address & Phone No.

5.5 Utility systems shall cover the items required by the specific specification section.

5.6 Architectural/General O&M Data shall include Building Products, Applied Materials, and Finishes. Include product data with catalog number, size, composition, and color and texture designations. Provide information for reordering custom manufactured products. Data shall include, but not be limited to, information on carpet, floor tile, vinyl wall finishes, builder's hardware, etc.

5.7 Moisture-protection and Weather-exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

5.8 Additional Requirements: As specified in individual specifications sections.

5.9 Catalog data shall be marked to clearly identify pertinent data by highlighting the data with pointers or crossing out all nonpertinent data.

5.10 All drawings in the manuals shall be of such size that will require only one fold made right to left. All larger size drawings shall be inserted into a separate pocket in the required location in the manual.

5.11 Posted Data

The Contractor shall provide posted data for equipment or systems, in addition to O&M manuals, and as required by the TECHNICAL SPECIFICATIONS sections. The data shall consist of as-built schematics of all wiring, controls, piping, etc., as necessary for the operation of the equipment or system, and a condensed typewritten description of the system. The posted data may include approved shop drawings, layout drawings, riser, and block diagrams and shall indicate all necessary interrelation with other equipment and systems. The data may be presented in one or several frames, under glass or sheet acrylic glazing, for clarity and convenience of location. The framed data presentation and outline shall be acceptable to and posted at locations designated by the Contracting Officer. The data shall be posted prior to requesting the final inspection.

5.12 Framed Instructions

Typewritten instructions, framed under glass or sheet acrylic glazing, explaining equipment or system prestart checkout, startup, operations and shutdown procedures, safety precautions, preventive maintenance procedures, and normal operation checks for satisfactory performance of the equipment of systems shall be posted in conjunction with the posted data. The framed instructions may be presented in one or several frames for clarity and convenience of location. The instruction presentation and outline shall be acceptable to the Contracting Officer prior to posting and shall be posted at locations designated by the Contracting Officer. All framed instructions shall be posted prior to requesting the final inspection.

6. WARRANTY OF CONSTRUCTION (FAR52.246-21) (Mar 1994).

6.1 In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph 6.9, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

6.2 This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

6.3 The Contractor shall remedy at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to Government-owned or controlled real or personal property, when that damage is the result of:

- a. the Contractor's failure to conform to contract requirements or
- b. any defect of equipment, material, workmanship, or design furnished.

6.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this contract. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

6.5 The Government will notify the Contractor, in writing or by telephone, after the discovery of any failure, defect, or damage and the Contractor shall respond and be on-site to correct the problem within 1 working day after notification. The Contractor shall furnish, and maintain, a 24 hour emergency telephone number as the point of contact. For failures, defects, or damage causing loss of power or heat, the Contractor shall respond and mitigate the problem within 4 hours.

6.6 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time as determined by the Government, after receipt of notice, the Government will have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

6.7 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

- a. obtain all warranties that would be given in normal commercial practice;
- b. require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
- c. enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

6.8 In the event the Contractor's warranty under paragraph 6.2 has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

6.9 Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

6.10 This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

6.11 After final acceptance of the work, the Contractor shall furnish and install an Equipment Warranty Sticker on Contractor-installed equipment. Lettering shall be block-type upper case and easily readable. Sticker shall be of a durable type material and of a type that can be written on. Sticker shall state the following:

- a. The title "Equipment Warranty."
- b. Contractor's name and Contract Number.
- c. Date warranty expires.
- d. Point of contact, including name and telephone number.
- e. Manufacturer.

EQUIPMENT-IN-PLACE LIST

CONTRACT NO.: _____

Specification Section: _____ Paragraph No. _____

ITEM DESCRIPTION: _____

Item Name: _____

Serial Number: _____

Model Number: _____

Capacity: _____ Replacement Cost _____

ITEM LOCATION:

Building Number: _____ Room Number: _____

or Column Location: _____

MANUFACTURER INFORMATION:

Manufacturer Name: _____

Trade Name (if
different from
item name): _____

Manufacturer's
Address: _____

Telephone Number: _____

WARRANTY PERIOD: _____

CHECKED BY: _____

INSTRUCTIONS FOR DD FORM 1354 CHECKLIST

The following checklist is only a guide to describe various parts of new and modified construction. Alter this form as necessary or create your own document to give complete accounting of the real property added or deleted for this contract. All items added, deleted, replaced, or relocated within the building 5 foot line, or on site 5 feet beyond the building perimeter must be accounted for completely. Only a few of the most common items beyond the 5 foot line are included on the checklist under UTILITIES/SURFACE CONSTRUCTION, add additional items as required by the construction accomplished.. Attach a continuation sheet and use the checklist format to describe other work related to this particular project. Listed on the last page are additional items with units of measure and descriptive terms.

Costs for each item must include material, tax, installation, overhead and profit, bond and insurance costs. This form should be filled out as each item is installed or each phase of work is completed.

TOTAL FOR ALL ITEMS INCLUDING CONTRACT MODIFICATION COSTS ADDED TOGETHER SHOULD EQUAL THE TOTAL CONTRACT PRICE.

KEY TO ABBREVIATIONS

AC - Acres
BL - Barrels, Capacity
BTU - British Thermal Unit
CY - Cubic Yards
EA - Each
GA - Gallons, Capacity
HD - Head
KV - Kilovolt-Amperes, Capacity (KVA)
KW - Kilowatts, Capacity
SE - Seats
SF - Square Feet
SY - Square Yard
MB - Million British Thermal Units
MI - Miles
LF - Linear Feet
KG - Thousand Gallons Per Day, Capacity
TN - Ton
- Number; How Many

DD FORM 1354 CHECKLIST
Transfer of Real Property

CONTRACT NUMBER: _____

CONTRACT TITLE: _____

LOCATION: _____

1. **DEMOLITION** (Describe each item removed and the cost of removal.)*

2. **RELOCATION** (Describe each item relocated and the cost of relocation.)*

3. **REPLACEMENTS** (Describe each item replaced and replacement cost.)*

*Use a continuation sheet if more space is required. Items should be described by quantity and the correct unit of measure.

4. **NEW CONSTRUCTION OVERVIEW: BUILDING(S)/ADDITION(S) TO A BUILDING** - Use a separate checklist for each building and/or addition.

(1) Outside Dimensions: Length x Width

- (a) Main Building_____
- (b) Offsets_____
- (c) Wings_____
- (d) Basement_____
- (e) Attic_____

(2) Number of Usable Floors: _____

(3) Construction: Exterior Materials Used

- (a) Foundation (such as concrete)_____
- (b) Floors (such as wood, concrete)_____
- (c) Walls (such as wood siding, metal, CMU)_____
- (d) Roof (such as metal, comp., built-up)_____

(4) Utilities ENTERING Building: Measure LF from Bldg entry to next larger size of pipe

- (a) Water (size & type of pipe; number of LF)_____
- (b) Gas (size & type of pipe; number of LF)_____
- (c) Sewer (size & type of pipe; number of LF)_____
- (d) Electric (phase, voltage, size & type of wire, connected load
in amps)_____

(5) Air Conditioning:

- (a) Type_____
- (b) Capacity (TONS)_____
- (c) SQ YDS covered by system_____

(6) Heating:

- (a) Source_____
- (b) Fuel_____

(7) Hot Water Facilities:

- (a) Capacity (GAL) _____
(b) Temperature Rise _____

BUILDING COST: _____

5. BUILDING SYSTEMS (INTERIOR)

A. FIRE PROTECTION:

Property Code

- (1) (880 50/880-211) CLOSED HEAD AUTO SPRINKLERS - SF & HD (wet or dry pipe;
of LF of service pipe; type of pipe & # of heads; # of SF covered by system)

DESCRIPTION:

COST: _____

- (2) (880 50/880-212) OPEN HEAD DELUGE SYSTEM - SF & HD (# of LF of service pipe; type of pipe;
of heads; # of SF covered)

DESCRIPTION:

COST: _____

- (3) (880 10/880-221) AUTO FIRE DETECTION SYSTEM - SF & EA (# of alarms-horns,
bells, etc.; # of smoke detectors; # of heat detectors; # of fire alarm panels; # of radio transmitters/antennae)

DESCRIPTION:

COST: _____

- (4) (880 20/880-222) MANUAL FIRE ALARM SYSTEM - EA (# of pull stations; # of
alarm horns; # of fire extinguisher cabinets)

DESCRIPTION:

COST: _____

- (5) (880 60/880-231) CO2 FIRE SYSTEM (# of bottles & size of bottles in lbs)

DESCRIPTION:

COST: _____

- (6) (880 60/880-232) FOAM FIRE SYSTEM - EA (# of tanks - capacity in lbs)

DESCRIPTION:

COST: _____

(7) (880 60/880-233) OTHER FIRE SYSTEM - EA

DESCRIPTION:

COST: _____

(8) (880 60/880-234) HALON 1301 FIRE SYSTEM - EA (# of bottles & size of bottles in lbs)

DESCRIPTION:

COST: _____

B. SECURITY:

(1) (880 40/872-841) SECURITY ALARM SYSTEM - EA (name of system installed)

DESCRIPTION:

COST: _____

C. HEATING/COOLING SYSTEMS

(1) (826 10/890-126) A/C WINDOW UNITS - TN & SF-(# of units installed; amount of SF covered per unit; size & capacity of each unit)

DESCRIPTION:

COST: _____

(2) (826 14/890-125) A/C PLT LESS THAN 5 TN - TN & SF-(# of TN; # of SF covered)

DESCRIPTION:

COST: _____

(3) (826 13/890-121) A/C PLT 5 TO 25 TN - TN-(# of TN; # of SF covered)

DESCRIPTION:

COST: _____

(4) (826 12/826-122) A/C PLT 25 TO 100 TN - TN-(# of TN; # of SF covered)

DESCRIPTION:

COST: _____

(5) (826 11/826-123) A/C PLT OVER 100 TN - TN-(# of TN; # of SF covered)

DESCRIPTION:

COST: _____

(6) (821 33/821-115) HEATING PLT 750/3500 MB - MB-(# of MBH; type of heating system - Ex: Warm air furnace, central)

DESCRIPTION:

COST: _____

(7) (821 32/821-116) HEATING PLT OVER 3500 MB - MB-(# of MBH; type of heating system)

DESCRIPTION:

COST: _____

(8) (811 60/811-147) ELEC EMERGENCY POWER GENERATOR-KW-(size of engine; rating of generator in kilowatts & voltage)

DESCRIPTION:

COST: _____

(9) (81190 or 82320-gas) STORAGE TANK FOR HEATING or GENERATOR FUEL-GA; TYPE; FUEL-(Size, type of tank, kind of fuel & # of gallons)

DESCRIPTION:

COST: _____

SITE WORK

6. UTILITIES/SURFACE CONSTRUCTION:

(1) (812 41/812-223) PRIM DISTR LINE OH-LF-(# LF of wire; size & type of wire; # of poles; voltage)

DESCRIPTION:

COST: _____

(2) (812/81360) TRANSFORMERS-KVA

POWER POLES-LF

(# poles; # transformers - pad or pole mounted; KVA of wire; # LF of wire)

DESCRIPTION:

COST: _____

(3) (812 40/812-224) SEC DISTR LINE OH-LF-(voltage; size & type of wire;
transformers; KVA; # LF of wire; # of service drops; # poles)

DESCRIPTION:

COST: _____

(4) (812 42/812-225) PRIM DISTR LINE UG-LF-(KVA; voltage; type of conduit &
size(encased or direct burial); size & kind of wire inside conduit; LF of wire
& conduit)

DESCRIPTION:

COST: _____

(5) (812 42/812-226) SEC DISTR LINE UG-LF-(type of conduit & size; type & size of wires in conduit;
LF of conduit & wire inside conduit; voltage)

DESCRIPTION:

COST: _____

(6) (812 30/812-926) EXTERIOR LIGHTING-EA-(streets or parking area lights) (#
& type of lights; whether pole mounted or not; # LF of connecting wire if pole
mounted)

DESCRIPTION:

COST: _____

(7) (824 10/824-464) GAS MAINS-LF(size, type, & # of LF of pipe)

DESCRIPTION:

COST: _____

(8) (831 90/831-169) SEWAGE SEPTIC TANK-KG-(size, kind of material, & capacity)
DESCRIPTION:

COST: _____

(9) (832 10/832-266) SANITARY SEWER-LF-(sizes & types of pipes - # of LF of each; # of cleanouts; # & size of manholes)
DESCRIPTION:

COST: _____

(10) (842 10/842-245) WATER DISTR MAINS (POTABLE)-LF-(# LF & size, type of pipe)
DESCRIPTION:

COST: _____

(11) (843 11/843-315) FIRE HYDRANTS-EA-(#; size & type)
DESCRIPTION:

COST: _____

(12) (851 90/851-143) CURBS & GUTTERS-LF-(# LF; material; width & height)
DESCRIPTION: (Is curb extruded or standard?)

COST: _____

(13) (851 90/851-145) DRIVEWAY-SY-(SY; material used; thickness)

DESCRIPTION:

COST: _____

(14) (851 10/12/851-147) ROAD-SY & LF-(SY; material used; thickness; LF)

DESCRIPTION:

COST: _____

(14) (85210/11 /852-262) VEHICLE PARKING-SY-(SY; material used; thickness; # of bollards; # of wheel stops; # of regular parking spaces; # of handicap spaces)

DESCRIPTION:

COST: _____

(15) (852 20/852-289) SIDEWALKS-SY & LF-(# SF & LF; dimensions of each section & location; thickness; material used)

DESCRIPTION:

COST: _____

(16) (871 10/871-183) STORM DRAIN DISPOSAL-LF-(# LF of pipe; sizes & types of pipe; # of catch basins & manholes & sizes of each)

DESCRIPTION:

COST: _____

(17) (872 15/872-247) FENCE, SECURITY (ARMS)-LF-(# of LF; fence material; # & type of gate(s); # strands of barbed wire on top)

DESCRIPTION:

COST: _____

(18) (87210/12/872-248) FENCE, INTERIOR-LF-(# of LF; fence material; # & kind of gate(s))

DESCRIPTION:

COST: _____

(19) (890 70/890-187) UTILITY VAULT(4 or more transformers)- SF(# SF;
dimensions of vault; # of xfmers)
DESCRIPTION:

COST: _____

(20) (135 10/135-583) TEL DUCT FACILITY-LF-(# of LF; size & type of conduit;
type of wire)
DESCRIPTION:

COST: _____

(21) (135 10/135-586) TEL POLE FACILITY-LF-(# LF & type of wire; # of poles)
DESCRIPTION:

COST: _____

7. **INSTALLED EQUIPMENT:** Furnish an Equipment-In-Place List. Any price related to equipment should already be included in this checklist.

8. **SYSTEMS NOT PREVIOUSLY LISTED:** Attach a separate sheet and use the same format to describe the system(s). Example: CATV system, intercom system, or other utilities and surface construction not described on this checklist.

9. **ASBESTOS REMOVAL:** Furnish a description by building of the number of LF of asbestos removed, number of LF of reinsulation, number of SF of soil encapsulation, and number and size of tanks, etc., where asbestos was removed. Also, identify buildings by their numbers and use.

10. **MAINTENANCE/RENOVATIONS:** List by building number and describe all additions and deletions by quantity and the correct unit of measure. Furnish a cost per building.

UTILITIES/SURFACE CONSTRUCTION - Listed below are some additional items which may or may not apply to your contract. EACH item installed on site should be listed and priced separately even if not included on this checklist.

- (1) IRRIGATION SYSTEM-(LF of pipe; size & type of pipe; number and type of heads)
- (2) UNDERGROUND/ABOVEGROUND STORAGE TANKS-(GA, type of tank; material stored)
- (3) (833-354) DUMPSTER ENCLOSURE-(SF & dimensions)
- (4) (890-152) UNLOADING PAD-(SY; material)
- (5) SIGNAGE-(Dimensions; material)
- (6) (12580) CATHODIC PROTECTION-(MI; LF)
- (7) (87270) LIGHTNING PROTECTION-(LF)
- (8) (81290) POLE DUCT RISER-(LF, type of material)
- (9) RAMPS-(SF, material; CY if concrete-use code for sidewalk if concrete)
- (10) (89080/890-158) LOAD AND UNLOAD PLATFORM-(SF)
- (11) (83240/832-255) INDUSTRIAL WASTE MAIN-(LF)
- (12) WHEEL STOPS-(EA; size & material)
- (13) (81350) OUTDOOR INTEGRAL DISTR CTR-(KVA)
- (14) (45110) OUTDOOR STORAGE AREA-(SF)
- (15) (73055/730-275) BUS/WAIT SHELTER-(SF)
- (16) (690-432) FLAGPOLE-(EA; dimensions)
- (17) (93210) SITE IMPROVEMENT-(JOB)
- (18) (93220) LANDSCAPE PLANTING (Acre; EA; SF)
- (19) (93230) LANDSCAPE BERMS/MOUNDS-(SY)
- (20) (93410) CUT AND FILL-(CY)
- (21) (843-315) FIRE HYDRANTS-(EA; Type)
- (22) (14970) LOADING AND UNLOADING DOCKS AND RAMPS (not connected to a Bldg)-(SF) (23) BICYCLE RACK-(EA)
- (24) (85140/812-928) TRAFFIC SIGNALS-(EA)
- (25) (87210) FENCING OR WALLS-(LF)
- (26) (15432) RIPRAP-(LF & SY)
- (27) (75061) GRANDSTAND OR BLEACHERS-(EA; SE)
- (28) 87150/871-187) RETAINING WALLS-(LF; SY; material)

NOTE: 5 Digit Codes-Army; 6 Digit Codes-Air Force